

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
Lynchburg Division

In re:)	Chapter 11, Subchapter V
)	
TOMMY DEWAYNE DOBSON,)	
ANN CHRISTINE DOBSON,)	Case No. 23-60148
)	
Debtors.)	
)	
WILLIAM E. CALLAHAN, JR.,)	
SUBCHAPTER V TRUSTEE,)	
)	
Objecting Party,)	
)	
v.)	
)	
THOMAS ROLLO,)	
ELIZABETH ROLLO,)	
)	
Claimants.)	

January 4, 2024

Clerk,

United States Bankruptcy Court

Western District of Virginia,

1101 Court Street, Room 166,

Lynchburg, VA 24504

Subject:

Claimants Response to Subchapter V Trustee's Objection to Claim No.24-1

On or about March 25, 2023, Claimants filed a proof of claim in the above captioned matter for Breach of Contract by Tommy Dewayne Dobson and Ann Christine Dobson, d/b/a Dobson Homes. The Claimants filed in the PACER system a copy of the Dobson-Rollo Residential Home Construction Contract as well as an itemized statement of monies owed to the Claimants as a result of the debtor's contract breach.

At no time did the Subchapter V Trustee either object to that filing or request an evidentiary hearing in reference to that filing. It was not until the Claimants objected to the Subchapter V Trustee's request to

the US Bankruptcy Court for reimbursement of expenses, that an objection to the Claimant's filing was filed.

The Claimants hereby reiterate their claim of \$246,760.57, as set forth in the itemized statement, attached as Exhibit A, Attached. The amounts therein being amended as set forth below.

On or about June 4, 2021, Claimants entered into a contract with Tommy Dobson, d/b/a Dobson Homes, Inc, for the construction of a new residential home for the total amount of \$979,914.00. Claimants paid Dobson Homes \$85,000 for the required deposit. See Copy of the Contract, Exhibit B, Attached.

On or about June 19, 2021, Claimants entered into a Residential Construction Loan Agreement with Fulton Bank. See Copy of Residential Construction Loan Agreement, Exhibit C, Attached.

On or about September 9, 2022, Claimants received a call from Tommy Dobson who informed the Claimants he would not be able to finish the construction of our home, thus breaching the contract. Multiple attempts by the Claimants to contact Tommy Dobson between September and November 2022 to resolve the situation were unsuccessful.

As a result of the Debtor's Breach of Contract, Claimants were forced to incur legal fees in the amount of \$9,891.94. See Exhibit A, Attached.

As a result of the Debtor's Breach of Contract, Claimants are seeking the return of the portion of their deposit representing 63% of the unfinished residential home construction. See Exhibit A, Attached.

Due to the Debtor's breach of contract, claimants were forced to continue paying rent from September 2022 through July 2023 in the amount of \$16,779.65 to City Walk Apartments, Charlottesville, VA. See Exhibit D, Attached. (Payment of rent required by the Contract-See Highlighted Section of the Contract) (Payments shown are taken from Claimants bank checking account statements)

Claimants were also forced to incur storage costs from the Breach of Contract, from September 2022 up to and including July 2023 in the amount of \$8,232.96. See Exhibit D, Attached. (Payment of storage costs required by the Contract-See Highlighted Section of the Contract) (Payments shown are taken from Claimants bank checking account statements)

Claimants were also forced to incur construction loan extension fees in the amount of \$8,187.50 as a result of the Breach of Contract. See Exhibit E, Attached. (Payment of construction loan extension fees required by the Contract-See Highlighted Section of the Contract)

Claimants as a result of the Debtor's Breach of Contract were also forced to incur the following expenses (See Composite Exhibit F, Attached):

- Plumbing installation costs of \$10,012.70 as a result of the Debtor not paying this subcontractor.
- Roofing supplies and installation costs of \$16,572.19 as a result of the Debtor not paying the subcontractors and for the Claimants need to provide protection for the existing construction of the home.
- Garage Framing error done by Dobson Homes (determined by new builder) resulting in a cost of \$2,000.00.
- Refuse container removal costs of \$862.20. These costs resulted from Debtors breach of contract

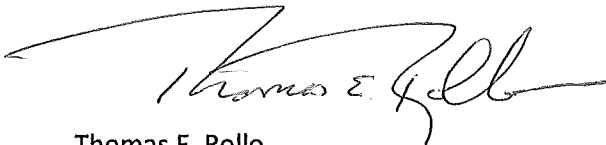
Claimants placed a Change Order on 02-23-2022 related to the Residential Home Construction Contract with the Debtor for in part, the installation of a Fireplace in the amount of \$10,850 and a Trex material deck in the amount of \$12,700.00. The Claimants paid the Debtor for the entire Change Order of \$54,693.21 on 3/3/2022 however, the Debtor never delivered/installed the Fireplace, or the Deck due to the Debtors breach of contract. Attached, Composite Exhibit G.

As a result of the Debtor's Breach of Contract and his failure to pay subcontractors/suppliers, the Claimants had two Mechanics Liens recorded against their property in the total amount of \$121,406.43. The Claimants were able to subsequently negotiate the Framing Contractors Mechanics Lien down to \$65,000.00. To resolve the Mechanics Liens, the Claimants were forced to pay from their funds to resolve said liens to allow for the completion of the residential home construction, in the total amount of \$107,971.43 See Composite Exhibit H, Attached. (Payment of Mechanics Liens required by the Contract-See Highlighted Section of the Contract)

Wherefore, the Claimants make an adjusted claim against the Debtors in the amount of \$246,760.57.

CERTIFICATE OF SERVICE

The Claimants hereby certify that we filed a response to the Clerk, United States Bankruptcy Court, Western District of Virginia, 1101 Court Street, Room 166, Lynchburg, VA 24504 regarding the Subchapter V Trustee's Notice of Objection to Claim 24-1 on 01-04-2024 within the timeframe specified prior to the hearing date (January 18, 2024) and provided a copy of our response by USPS mail, postage prepaid, to the Subchapter V, Trustee, as follows, William E. Callahan, Jr. Subchapter V Trustee, 10 Franklin Road, S.E. Suite 900, P.O. Box 40013, Roanoke, VA 24022-0013.



Thomas E. Rollo



Elizabeth J. Rollo

6310 Indian Ridge Drive

Earlsville, VA 22936

Attachments

DOBSON HOMES MONIES OWED TO ROLLOS

Services Paid By Rollo and Owed to Rollo from Dobson	
Refuse container removal	\$862.20
Plumbing	\$10,012.70
Roofing (Supplies-Beacon-\$10,502.19; Installation-Clemente Roofing \$6,070.00)	\$16,572.19
Garage Framing Error	\$2,000.00
Subtotal 1	\$29,447.09
Change Orders Paid To Dobson But No Delivery From Dobson	
Fireplace	\$10,850.00
Trex Deck	\$ 1,850.00
Subtotal 2	Subtotal 2 \$ 12,700.00
Contractual Requirements Owed From Dobson	
Framing (Mechanics Lien amount) resulting from Dobson Homes taking funds from Rollo Construction Loan and not paying the RC Contractor, the Framing Contractor, resulting in Rollo's paying out of pocket to resolve the lien.	\$65,000.00
Pella Windows and Doors (Mechanics Lien amount) resulting from Dobson Homes taking funds from Rollo Construction Loan and not paying Pella Windows and Doors, resulting in Rollo's paying out of pocket to resolve the lien.	\$42,971.43
Rent (9/22-6/23)	\$16,779.65
Storage Units (9/22-6/23)	\$8,232.96
Construction loan extension fees (9/22-6/23)	\$8,187.50
Original Deposit – 37% of house completed at time of termination = 63% (\$85,000 x 63%)	\$53,550.00
Legal Fees with Terminating Dobson Homes and resolution of Mechanics Liens	\$9,891.94
Subtotal 3	\$204,613.48
TOTAL	\$246,760.57

Exhibit A

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Exhibit B

CONSTRUCTION CONTRACT
(Legally Binding Contract)

THIS CONSTRUCTION CONTRACT ("AGREEMENT") is made this 2nd day of June, 2021, between DOBSON HOMES INC. ("CONTRACTOR"), a Virginia registered contractor with Class A registration number 2705 112606A, whose current mailing address, email address, and phone number are Dobson Homes Inc. / P.O. Box 7181 / Charlottesville, VA 22906 / (434) 591-1188 / info@dobsonhomesva.com and Tom & Liz Rollo jointly and severally (together, herein called "OWNER"), whose current mailing address, email address, and phone number are Indian Ridge Drive, Earlysville Va. 22936, Tom Rollo - clanrollo58@gmail.com, (703) 994-1457; Liz Rollo - elizabethjrollo@gmail.com, (703) 994-1456

WITNESSETH:

1. **THE PROPERTY.** Owner has an insurable deed interest in and to that certain real property known as; Lot 01200, Block _____, 80.92 acres Subdivision, NA, Albemarle County, Virginia. ("PROPERTY").

2. **IMPROVEMENTS.** Owner and Contractor intend that Contractor shall construct improvements on the Property in accordance with the terms and provisions of this Agreement to include house built by CONTRACTOR in accordance with the attached Scope of Work, plans and specifications (the "Project Documents"), all of which are specifically incorporated herein by this reference. Contractor shall furnish all equipment, tools and materials and perform all of the labor shown on the Project Documents, all of which have been initiated by the parties and may be collectively referred to herein as the "Plans". In the event of a conflict between any drawings and the specifications, the specifications shall control. The term "Work" as used in this Agreement includes all labor necessary to complete the construction, including site preparation, installation of utilities (including in-house wiring for telephone and cable/internet), construction, paving, landscaping, grading, and walkways together with all materials, fixtures and equipment required for such construction to provide a "turn-key" completed residence built in a good and workmanlike manner according to industry standards, in conformity with the Plans, allowances and with all applicable state and local building codes and ordinances. The Contractor shall perform the Work to the extent it is consistent with the Plans and reasonably inferred from them as being necessary to produce the Work. All materials, supplies, appliances, and other personal property that will be incorporated into the improvements shall become property of the Owner upon closing on the Property. The performance of the Work shall commence 90 +/- days, and provided: 1) all applicable permits have been obtained, and 2) weather and ground conditions permit such commencement. In the event that a necessary permit has not been obtained or weather or ground conditions prohibit commencement at such time, the Contractor will commence the Work as soon as reasonably possible after the required permit is received or weather or ground conditions become reasonably suitable. The anticipated time of completion of the Work shall be 300 days, provided that the Contractor shall not be held responsible for any actual delays caused by weather, labor shortages, delays in material shipments (unless such delay was occasioned by the Contractor), acts of God, Owner's defaults under this Agreement, or any other causes that are beyond the Contractor's control. Delays resulting from matters beyond Contractor's control do not constitute abandonment. At all times the Contractor shall endeavor to ensure that the Work progresses and is completed in a timely manner. Should the actual completion date extend more than 30 days beyond the projected contract completion date by fault of the Contractor or any subcontractor, the Contractor shall credit Owner with the Owner's rental and storage costs for the period beginning on the 30th day and ending upon actual completion. If penalties are incurred by the lender for the construction loan, any such penalties shall be credited to the final payment for the WORK.

3. **PURCHASE PRICE.** As consideration for this Agreement and the completion of the Work, the purchase price of the WORK is Nine Hundred Seventy Nine Thousand Nine Hundred Fourteen AND No/100 DOLLARS,
\$ 979,914.00 (**PURCHASE PRICE**), and such purchase price shall be paid to CONTRACTOR as follows:
\$ 85,000.00 by DEPOSIT by personal check paid to the Contractor within days of the full execution of this Agreement ("DEPOSIT").
\$ 894,914.00 PER CONSTRUCTION DRAW SCHEDULE, as specified in this Agreement.
\$ 979,914.00 Total

4. **ALLOWANCES.** Any work to be performed by CONTRACTOR for which the exact cost has not been determined at the time of execution of this Contract shall be covered by Allowances contained in the Project Documents and specifically set forth on the Scope of Work. These Allowances are included in the total Purchase Price set forth in Section 3 above. If an Allowance is not fully spent, the Contractor shall credit the Owner for the difference between the actual cost and the Allowance amount at the time of Final Payment. If Owner spends more than the Allowance, the Contractor will issue a change order and an amendment to change the sales price. AN UPDATE OF ALLOWANCES USED TO BE REPORTED EVERY 60 DAYS DURING PERIOD OF CONSTRUCTION.

5. **DEPOSIT; ACCOUNTING; DRAW REQUESTS; MECHANIC'S LIEN AGENT.** Owner shall make the DEPOSIT directly to the Contractor. The Contractor shall apply the Deposit toward the Work and construction of the improvements to the Property only to

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no other project or undertaking by the Contractor. The Deposit and all other payments made by Owner shall be credited against the final payment of the Purchase Price. If for any reason the contingencies set forth in this Agreement are not satisfied, the Contractor shall credit the Owner the full amount of the deposit minus any costs actually incurred by the Contractor during the contract period to include any incurred permits, plans and surveying cost for this project. At the request of the Owner, the Contractor shall provide an updated accounting of any Allowances, provided, however, that the Contractor shall not be required to provide periodic accountings of the entire project until the accounting provided in connection with final payment. Contractor will provide a draw request to the Owner per OWNER'S approved draw schedule. The requested amount shall conform to the percentage of completion as set forth on the draw schedule as approved by the Owner. The parties agree that Owner's attorney T.B.D. shall be the posted Mechanic's Lien Agent for the purposes of this Agreement. Contemporaneous with the progress payments described in this section, the Contractor will provide the Owner with fully executed waivers and releases of mechanic's and material men's liens, in form satisfactory to the OWNER and Mechanic's Lien Agent.

6. PROGRESS PAYMENTS AND FINAL PAYMENT.

- (A) Except for the Deposit, the Contractor shall issue to the Owner interim billings/invoices for construction in progress in accordance with the schedule approved by the OWNER attached hereto as Schedule A. Payment shall be made as approved by the OWNER. Each such interim billing/invoice shall specify items for which payment is being requested. The requested amount shall conform to the percentage of completion as set forth on Schedule A as approved by the OWNER. See Addendum.
- (B) Final payment of Purchase Price ("Final Payment") shall be due upon (a) Contractor's receipt of Certificate of Occupancy, temporary or permanent; and (b) a joint inspection of the Property by the Contractor and the Owner, at which time: 1) the improvements on the Property shall have been constructed in accordance with the Plans, as they may have been amended from time to time, 2) the Property shall be in broom clean and turn-key condition, with all glass scraped, if necessary, and cleaned, completely free of all trash, rubbish, debris, boxes and of the Contractor's equipment as well as any leftover materials and inventory. The Owner agrees to conduct the joint inspection within three (3) days of Contractor's notice that the Property is ready for inspection. If the parties identify any deficiencies or incomplete work at the time of such inspection, then the parties shall prepare a list describing the deficiencies or incomplete work, with a fair market value of each item and reasonable timeline for Contractor's completion of each such item specified, provided that there shall be no escrow for touch-up painting or drywall work. An account equal to one hundred percent (100%) of the total value of all such items shall be held in escrow by the Owner's attorney at the time of Final Payment. The Contractor shall at this time be paid the remaining balance of the Total Price, as adjusted by any Change Orders, less any escrowed amount. Thereafter as each item for which an escrow has been established is satisfactorily completed by Contractor and approved in writing by Owner, which approval will not be unreasonably withheld or unduly delayed, the specified value of such item shall be promptly paid by the escrow agent to the Contractor. The provisions of this paragraph shall survive the Final Payment, and shall not be deemed merged upon completion of the Work.

7. OWNER'S PERFORMANCE ABILITY. OWNER grants CONTRACTOR permission to discuss with Lender all details of "Performance Ability" (defined as OWNER's financial ability to secure a loan and provide the funds due at settlement as set forth in this Agreement). Upon request, OWNER will promptly execute any documents required to evidence this permission and will provide CONTRACTOR with documentary evidence of OWNER's ability to provide the additional funds due at settlement.

8. FINANCING CONTINGENCY. If one or more loan amount(s) are set forth in Section 3, then this Agreement is contingent upon the OWNER obtaining one or more written commitment(s) for a loan(s) secured by deed(s) of trust on the PROPERTY in the amount(s) as set forth in Section 3. OWNER agrees to make a good faith, complete written application(s) for such financing (including the payment of any required application, credit report, appraisal and other advance fees) within 5 business days of the date of this Agreement, and promptly furnish the Lender all requested documentation and to diligently pursue in good faith obtaining written commitment(s) for such financing. OWNER shall promptly send by mail or fax a copy of any written loan commitment or notice of disapproval. If OWNER receives such commitment(s) for the financing set forth in Section 3, OWNER agrees to accept same, send a copy of the acceptance to CONTRACTOR and to pay all fees and execute all documents to close and fund the loan. In the event that the Loan commitment contains contingencies that are unacceptable to the Contractor in its absolute and sole discretion, then either party may at any time subsequent to that date terminate this Agreement by providing written notice thereof to the other party, in which event neither party shall have any further rights, duties or obligations pursuant hereto. Failure to diligently pursue obtaining the Loan shall be deemed a material breach of this Agreement. Should the commitment(s) contain conditions, including, but not limited to sale of other owned property or elimination of debt, OWNER agrees to be responsible for and assumes the risk of fulfilling any such conditions. The failure to satisfy any such conditions or the termination or expiration of such commitment(s), for any reason, shall not release the OWNER from his obligations under this Agreement unless notated as a contingency item. If OWNER does not obtain such commitment(s) and so notifies CONTRACTOR in writing before 5:00 p.m. local time on T.B.D., then this Agreement shall terminate and the DEPOSIT shall be refunded to OWNER, less any actual, incurred expenses (for example, permits, design fees). If no notice with regard to the commitment is received by CONTRACTOR by the above deadline (or such later time as the parties may agree in writing), the CONTRACTOR shall have the absolute right to (a) deem the financing contingency satisfied, or (b) terminate this Agreement by mailing to OWNER written notice of such termination and returning the DEPOSIT. If OWNER fails to obtain timely loan commitment(s) because of (i) material misstatements made by OWNER about his financial or credit

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status, (ii) the failure of OWNER to make timely application or to diligently and in good faith pursue obtaining such financing, or (iii) the failure of OWNER to cooperate with his lender in processing the mortgage loan or application, then CONTRACTOR may declare OWNER to be in default and shall be entitled to recover all damages, including attorney's fees. In such case, CONTRACTOR may avail itself of any legal or equitable rights and remedies, including, but not limited to, application of the DEPOSIT to such damages.

9. **SUBSTITUTIONS AND SELECTIONS.** After consultation with Owner and with the permission of Owner, CONTRACTOR reserves the right to make such changes or substitutions of equal value and quality in the construction in CONTRACTOR's judgment as may be required by material shortages, to avoid delays, other reasons beyond the direct control of CONTRACTOR or as required, authorized or approved by Lender or governmental agencies having jurisdiction thereof provided, however, that the Contractor shall give Owner at least five (5) days advance written notice of its intent to substitute any material component of the Work during which time Owner may select its own substitute materials, goods, etc. In the event of an out of stock ALLOWANCE item the Owner shall promptly make alternative selections from immediately available stock at any local supplier, in which event a change order shall be entered into reflecting any variance, and the Purchase Price shall be adjusted accordingly. If, in the case of an Allowance, the Owner is unavailable or fails to make an alternative selection within seven (7) days of receipt of notice, then the CONTRACTOR reserves the right to make such changes or substitutions of equal value and quality in the construction in CONTRACTOR's judgment as may be required by material shortages, to avoid delays, other reasons beyond the direct control of CONTRACTOR or as required, authorized or approved by Lender or governmental agencies having jurisdiction thereof. When possible and applicable as determined by CONTRACTOR, OWNER may make selections from CONTRACTOR's samples or from CONTRACTOR's suppliers, as directed by CONTRACTOR. All selections must be made in accordance with Contractor's reasonable construction schedule. Contractor shall give as much advance written notice as reasonably possible in connection with its need for any selection.

10. **MODIFICATIONS/CHANGE ORDERS.** This Agreement, together with the exhibits, amendments and change orders, contains the entire agreement between the parties and shall not be modified, except in writing, signed by CONTRACTOR and OWNER. Neither party is bound by any oral statement or representation made by the party or its agents. If OWNER is husband and wife, the signature of either spouse on a change order shall be deemed to bind the other spouse. Should additions and/or changes be made, the date of completion may be altered. Any additional charge for the changes or any change in the completion date shall be noted on the change order. Unless otherwise specified by CONTRACTOR in the change order, all additional charges for change orders shall be paid in cash to CONTRACTOR at the time of signing the change order in order to make it effective. If any change order results in a decrease in the Purchase Price, the amount of the Final Payment will reflect a credit for such decrease. Each change order may contain more than one actual change. Allowance overages shall be handled as change orders.

11. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall apply, pay for, and obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the Work and for the use and occupancy of the Property and shall notify the Owner immediately if any component of the Plans prevents Contractor from obtaining any such permit. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall pay for all labor, materials, tools, equipment, and machinery required for the proper completion and execution of the work. The Contractor warrants to the Owner that all materials, fixtures and equipment incorporated in the Work shall be new (unless otherwise specified in the Plans and Project Documents), and that the Work will be of good quality according to industry standards, and in conformity with the Plans and applicable building codes. The Contractor hereby indemnifies the Owner against all liabilities, claims, losses and expenses, including Owner's reasonable attorney's fees, for personal injury or property damage arising out of or caused by any act or omission of Contractor, his subcontractors, agents, or employees arising in or about the Property at any time the Work is conducted, except that Contractor assumes no liability for any accidents or injuries to Owner, Owner's family, or assigns who visit the Property. The Contractor further agrees to use proper care and caution in the performance of its work so as not cause damage to any adjacent property. The Contractor shall indemnify and hold the Owner harmless from any liabilities, claims, or demands for damage to such adjacent property. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of 5 years from the date of issuance of the Certificate of Occupancy by the local governing agency. In the event that Owner gives its permission for Work on the Property to be done by another person or entity other than the Contractor during the construction and the warranty period, both parties acknowledge that the Contractor shall not be liable for defective Work performed by the third party, damages to Contractor's Work caused by the third party, presence or lack of insurance, or for enforcing safety upon the third party.

12. **WARRANTY.** Unless agreed upon otherwise in writing, the materials and workmanship in the new dwelling on the PROPERTY are warranted by CONTRACTOR to be sufficiently (a) free from structural defects, so as to pass without objection in the trade, and (b) constructed in a workmanlike manner, so as to pass without objection in the trade, for a period of 1 years from time of possession by the OWNER, whichever occurs first. Owner understands that the Contractor cannot extend any manufacturers warranties since the assembly of these items are done outside Contractor's supervision and control, if any manufacturers warranties are voided due to improper installation and improper craftsmanship by the Contractor, the Contractor will assume such warranty and replace at CONTRACTORS cost. THIS WARRANTY CANNOT BE TRANSFERRED EXCEPT WITH WRITTEN APPROVAL OF CONTRACTOR.

EXCEPT AS SET FORTH ABOVE, CONTRACTOR EXCLUDES AND DISCLAIMS AND OWNER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ALL WARRANTIES SET FORTH IN VIRGINIA CODE §55-70.1. CONTRACTOR MAKES NO REPRESENTATION OF AND DISCLAIMS ANY WARRANTY AS TO THE PRESENCE OR LACK OF RADON, MOLD OR OTHER HAZARDOUS ENVIRONMENTAL CONDITIONS OR AS TO THE EFFECT OF RADON, MOLD OR

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ANY SUCH CONDITION ON THE PROPERTY OR ITS RESIDENTS. OWNER WAIVES ANY WARRANTIES WHICH COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON, MOLD OR OTHER HAZARDOUS ENVIRONMENTAL CONDITIONS. THE ONLY WARRANTIES WHICH CONTRACTOR PROVIDES TO THE OWNER ARE THOSE CONTAINED IN THE PRECEDING PARAGRAPH OF THIS SECTION.

When repairs are required pursuant to the above warranty, the OWNER shall send a written list to CONTRACTOR. Correction of appropriate warranted items shall be made by CONTRACTOR as expeditiously as possible allowing a reasonable time for scheduling. The OWNER is encouraged to wait a reasonable time to allow detection of a complete call-back list before submitting, except in the event of emergencies, issues of safety or conditions which are likely to require substantially more repairs if the work is delayed. All requests for warranty work must be in writing.

Separate manufacturers' warranties cover items such as appliances. CONTRACTOR will transfer those warranties to OWNER at time of settlement and OWNER's sole remedy for defects in such items shall be against such manufacturer.

As stated above, CONTRACTOR has provided a warranty for materials and workmanship, but CONTRACTOR shall not be responsible for any damages caused by radon, mold, fungus or by some other agent, to include but not be limited to damage to personal property, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. OWNER hereby waives all such claims. Contractor shall install a Radon Evacuation System per specs.

13. **INSURANCE.**

A. **Worker Compensation/General Liability.** CONTRACTOR agrees to maintain appropriate liability and workers compensation insurance and hold OWNER harmless from any liability or claims arising from personal injury that may occur on the PROPERTY prior to settlement, except where such injury occurs as a result of the intentional acts or gross negligence of OWNER, their agents or invitees.

B. **Risk of Loss.** The risk of loss or damage to the improvements on the PROPERTY by fire, acts of God or other casualty remains with CONTRACTOR until Final Payment. Building materials price increase due to an act of God event such as, Pandemic's, Hurricanes, Tornadoes, Floods, etc are to be passed on to Owner at Contractor's cost with out any mark-up on such materials.

C. **Builder's Risk Insurance.** The Owner shall provide property damage (hazard) insurance during construction with an amount of coverage in effect that will at minimum coincide with the amount paid to the Contractor at any time during the Work. Additionally the Owner shall, prior to the commencement of construction, arrange for "builders risk" insurance providing coverage against vandalism and malicious mischief, covering all improvements to be erected and all materials, supplies, appliances and other personal property to be incorporated into the improvements that are to be erected upon the property which are on or about the property, in an amount that is equal to the Purchase Price.

14. **GENERAL CONDITIONS.**

A. **Exterior Doors.** Metal exterior doors are not designed to have storm doors installed on them. CONTRACTOR will not be responsible for warping or damage to an exterior door due to installation of a storm door.

B. **Rock, Unanticipated Condition.** If during the course of construction of the foundation and/or water lines, wells, sewer lines or septic systems, rock, hazardous materials or any other unanticipated condition or materials are encountered which require special equipment or procedures for removal or abatement, OWNER agrees to pay all costs connected therewith, CONTRACTOR will notify OWNER when such circumstances are encountered and provide an estimate for the additional expenses anticipated to be incurred.

C. **Grading, Siting.** The grading of the PROPERTY and siting of the improvements shall be made by the determination of Contractor in consultation with Owner, such final grading and siting to be acceptable to Owner in its absolute and sole discretion.

D. **Existing Trees.** CONTRACTOR will remove only trees necessitated by construction. CONTRACTOR is not responsible for trees that die after settlement.

E. **Driveway.** CONTRACTOR will install the driveway one time only as per specifications and is not responsible for reshaping or the addition of gravel or pavement after settlement. CONTRACTOR shall not be responsible for damage to paved driveways caused by OWNER's agents or movers.

F. **Seeding.** CONTRACTOR will seed, sod and straw and is not responsible for reshaping, reseeding or installing new straw after settlement. Seeded or Sod lawns are not guaranteed after settlement. Contractor will seed & straw, sod, install shrub package per design T.B.D. according to allowances. New lawns will require maximum maintenance by OWNER until established.

G. **Shrubs and New Trees.** Shrubs and new trees are not guaranteed after occupancy by OWNER. Shrubs will not be replaced unless written notice is given at Final Payment of dead shrubbery. Plants require watering in cold weather as well as during warm periods. (Shrubbery typically have a 1 year warranty from nursery, but not guaranteed.)

H. **Landscaping and Paving Escrows.** Due to weather conditions, at CONTRACTOR's option, driveway paving, seeding and setting of shrubs in yards of houses completed during the months of November through March may be delayed until said yards have sufficiently dried in the Spring in which event 100% of the purchase price will be escrowed with the CONTRACTOR's attorney until completion of said paving and landscaping work as certified by CONTRACTOR. The opinion of CONTRACTOR's attorney as to release of escrow shall be conclusive. CONTRACTOR will, as near as practical, complete paving and landscaping work in the same order in which the houses are settled upon, taking into consideration CONTRACTOR's scheduling and work patterns.

I. **Basement Waterproofing.** CONTRACTOR will treat all basement walls with waterproofing with a 10 year manufacturer warranty. CONTRACTOR does not guarantee against damp spots due natural condensation.

J. **Sill Cocks.** CONTRACTOR is not responsible for the replacement of sill cocks, the damage of which is caused by freezing. It is OWNER's responsibility to disconnect hoses during cold weather after settlement.

K. **Displaying Property.** CONTRACTOR reserves the right to display the PROPERTY to the public until occupancy by Owner.

L. **Utilities during Construction.** The Contractor shall be responsible for payment of all utility accounts prior to the issuance of the temporary Certificate of Occupancy. Prior to Final Payment the Contractor shall fill the propane fuel tank, if applicable, provided that the Owner shall, at the time of Final Payment, reimburse the Contractor for the Contractor's cost of the fuel. Oil and propane tanks are personal property belonging to the fuel supplier and shall not convey pursuant to this Agreement. CONTRACTOR is responsible for water and sewer hookup fees where jurisdictions apply, unless otherwise stated.

M. **Termite Protection.** CONTRACTOR will provide OWNER with a certificate from a licensed exterminator stating that the

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soil has been appropriately treated or appropriate protection has been provided to prevent termite infestation for at least one year from the treatment date.

N. **Leftover Materials.** All materials, supplies and equipment which are left over from the construction of this home are the property of Owner. Contractor shall leave PROPERTY clean, neat, and free of all construction material, equipment and debris at the completion of construction. Touchup paint, tiles, hardwood flooring, stone, etc. for repairs shall be left by Contractor.

15. **REQUIRED STATUTORY DISCLOSURES.**

A. **Occupancy.** Unless this paragraph is marked through, OWNER intends to occupy the PROPERTY as a principal residence.

B. **Mechanic's Lien.** Notice: Virginia Law (43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the PROPERTY. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair, or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. Resolution of all Mechanic's liens is solely the responsibility of the Contractor. Contemporaneous with the progress payments described in Section 6, the Contractor will provide the Owner with fully executed waivers and releases of mechanic's and material men's liens, in form satisfactory to Lender and Mechanic's Lien Agent. See Addendum.

16. **MISCELLANEOUS.** (A) CONTRACTOR shall comply with all local requirements for building permits, inspections and zoning. (B) The laws of the State of Virginia shall govern the interpretation, validity, and construction of the terms and conditions of the Contract. For matters of interpretation: To the extent handwritten or typewritten terms conflict with or are inconsistent with printed terms, the handwritten or typewritten terms shall prevail and unless otherwise specified herein "days" means calendar days. (C) The parties to this Agreement mutually agree that it shall be binding upon them, each of their respective heirs, personal representatives, successors and assigns. (D) The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof. (E) The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof. (F) All of the provisions of this Agreement shall survive Final Payment. (G) This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. (H) Documents delivered by facsimile machine shall be considered as originals. (I) Any notices required to be given herein shall be in writing and either hand delivered or by certified mail to the parties at their respective addresses set forth above or such other address as designated by notice. Delivery shall be deemed to be the actual date of receipt, or in the case of certified mail, three days after mailing. (J) This Agreement shall not be modified, except in writing, signed by the CONTRACTOR and OWNER. (K) This Agreement may not be assigned by the Contractor without prior written consent of the Owner in its absolute and sole discretion.

17. **OTHER TERMS.** (Use this space for allowances and additional terms included but not specified in Contract).

1. - **SEE ATTACHED SCOPE OF WORK DETAILS AND PAYMENT DRAW SCHEDULE**

WITNESS the following signatures and seals.

____ day of 6/4/2021, 2021

____ day of 6/4/2021, 2021

____ day of 6/3/2021, 2021

DocuSigned by:

66E91FEB91D34E7 (SEAL)
Owner

DocuSigned by:

AC25B57B9C744C9 (SEAL)
Owner

Dobson Homes, Inc. DocuSigned by:

66BEE3F5A5D440 (SEAL)
By: _____ Contractor

DocuSign Envelope ID: 9C1A5B45-BC1C-4A5B-B0E2-B6C173F2E0AE

PERMIT #:

Dobson Homes, Inc SCHEDULE OF ADVANCES



DDA Account # Closing Date
Loan Number Inspection Fee
Borrower Ph#
Builder Ph# 434-591-1188

Borrower/Builder DOBSON HOMES, INC.

Lot Lot - 49 Phase PH 2 Section P2A 22 Subdivision Indian Springs Subdivision
Unit Number NA Street 3117 Darby Rd. City Keswick, Va 22947
Sales Price \$ 979,914.00 Contract Amount \$ 979,914.00 Appraised Value Loan-to-Value NA
Less: Lot Lot - 49 advanced in accordance with following schedule Lot Cost \$ -
Construction Amount Equity \$ -
Total Loan Lot Advance \$ -

Items Completed	%	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th
1. Permits, Clear lot, Excavation, Rgh Driveway	10%											
2. Footings	2%											
3. Foundation	7%											
4. Outside studs, Plates	3%											
5. Outside window and door frames	2%											
6. Inside Suda, ceiling joist	3%											
7. Wall Sheathing	2%											
8. Roof Framing	2%											
9. Roof Sheathing - Felt	2%											
10. Permanent Roof	3%											
11. Windows	3%											
12. Rough In plumbing	1%											
13. Bath wall tile tubs	2%											
14. Rough-In wiring	3%											
15. Rough In heat	1%											
16. Insulation walls/floors	5%											
17. Siding / Veneer	1%											
18. Fireplace	2%											
19. Exterior Trim	1%											
20. Exterior Prime	3%											
21. Drywall /plaster rough	3%											
22. Drywall /Plaster finish	1%											
23. Furnace	1%											
24. Outside Doors	2%											
25. Septic tank - sewer water	5%											
26. Inside trim	2%											
27. Inside doors	4%											
28. Cabinets	2%											
29. Interior Paint - Prime	2%											
30. Interior Paint - complete	3%											
31. Plumbing fixtures	1%											
32. Wiring Complete /Fixtures	1%											
33. Bath Floor tile/vinyl	4%											
34. Floor Cover carpet	2%											
35. Exterior Concrete	1%											
36. Exterior Paint complete	1%											
37. Insulation/Ceiling	1%											
38. Fin. Grade-grass landscaping	2%											
39. Appliances	1%											
40. Compressor	1%											
41. Miscellaneous												
TOTAL THIS INSPECTION	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Inspector Initials
Date of Inspection

Builder deposit required = \$ 85,000.00
DISBURSEMENTS TO PAY AFTER DEPOSIT \$ 879,919.00
Closing Attorney
Title Work Contact
Phone #
Phone #

DATE	DISB. NO.	TITLE WORK IN	% COMP	LAND & CLOSING ADVANCE	CONSTRUCTION ADVANCE	TOTAL PREVIOUS ADVANCES	UNDISBURSED	RECEIVED BY
Deposit	0		0%		85,000.00	\$ -	\$ 894,914.00	
	1		0%		0.00	\$ -	\$ 894,914.00	
	2		0%		0.00	\$ -	\$ 894,914.00	
	3		0%		0.00	\$ -	\$ 894,914.00	
	4		0%		0.00	\$ -	\$ 894,914.00	
	5		0%		0.00	\$ -	\$ 894,914.00	
	6		0%		0.00	\$ -	\$ 894,914.00	
	7		0%		0.00	\$ -	\$ 894,914.00	
	8		0%		0.00	\$ -	\$ 894,914.00	
	9		0%		0.00	\$ -	\$ 894,914.00	
	10		0%		0.00	\$ -	\$ 894,914.00	
	11		0%		0.00	\$ -	\$ 894,914.00	

DocuSigned by:

DocuSigned by:

Borrower

Borrower

6/4/2021

6/4/2021

DocuSign Envelope ID: 9C1A5B45-BC1C-4A5B-B0E2-B6C173F2E0AE

Dobson Homes, Inc.
91 Beaver Dam Ct.
Kewick, Va 22947
O: (434) 591-1188

PROPOSAL

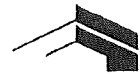
Tom and Liz Rollo

Lot - 49

Indian Springs Subdivision

Date: 06/01/21

Scope of Work: ITEMS IN RED = REVISED FROM 5/10/21 BUDGET PROPOSAL



Dobson Signature Homes
BUILDING QUALITY FAMILY HOMES

Job Address:

Indian Ridge Drive
Earlysville, VA 22936

TOTAL FINISHED S.F.: 2,867

General:		Price List w/ Options	Base Home Price no options
1	2,867 s.f. 3.5 Bath Custom Home (1962 finished s.f. on 1st. Flr. & 905 finished s.f. on 2nd. Flr. & 610 s.f. Garage Slab Foundation with 123 s.f. Front Porch.) Total Finished S.F. - 2,867 S.F.; (400 s.f. Natural Thin Stone Allowance; 4300 s.f. siding Allowance; 5,200 s.f. HD Asphalt Shingle Roof Allowance.)	\$ 779,900.00	\$ 779,900.00
2	Lot Cost -	By Owner	
3	Closing Costs and Interest allowances	By Owner	
Options:			
4	Unfinished Walk out basement with 9'-0" Walls. (1,962 S.F.)	\$ 36,900.00	
5	Metal Roof Accents - Location: Front Porch (250 s.f. allowance.) If selected \$2,500.00	Declined	
6	Stonoring Seam Metal Roof in lieu of HD Architectural Shingles	NA	
7	Increase 1st Floor 200 S.F.	NA	
8	Make 1st. Floor Walls 10'-0" Tall w/ 8'-0" Tall Interior Doors. 1962 s.f. & 15 Interior doors.) If selected \$14,995.00	\$ 14,995.00	
9	Add additional 400 s.f. of exterior stone. (Total Exterior Stone Allowance with option -800 s.f.) If selected \$8.80	T.B.D.	
10	Haul in additional dirt for rear "Walk-out Terrace" (Dirt Hauling - (30) loads Truck hauling only, Loader time added to increase Excavation Allowance option	\$ 2,850.00	
11	42" Wood Burning Fireplace Insert w/ Gas Rgh-In for future Log Set w/ Natural stone Surround & Hearth w/ 6" x 8" Oak Mantle. (Great Room	\$ 10,850.00	
12	Add Specialty Interior trim details; (Ship Lap, Wainscoting, etc.) to interior walls - 20 L.F. up to 10' tall allowance. Locations T.B.D.	\$ 1,565.00	
13	Finish Basement Recreation Room - 500 s.f. (\$33,300.00 & finishes to match 1st. Floor specifications)	T.B.D.	
14	Finish Basement Guest Bedroom & W.I.C. - 264 s.f. (\$14,652.00 & finishes to match 1st. Floor specifications)	T.B.D.	
15	Finish Media Room with LVT/CARPET Flooring. - 340 s.f. (\$18,870.00 increases & finishes to match 1st. Floor specifications.)	T.B.D.	
16	Finish Basement Bath. - 60 s.f. (\$9,750.00 Increase Existing allowances; Plumbing - \$800.00, Granite - \$575.00, Lighting - \$400.00, Tile - \$2,800.00, etc.)	T.B.D.	
17	Finish Exercise Room - 320 s.f. (\$17,760.00 L.V.F. or Rubber Flooring added to Carpet/L.V.F. Allowance below	T.B.D.	
18	Finish Basement Wine Cellar with Stone & Natural wood accents & Brick or Stone Floor & with-out Climate Control. (100 s.	T.B.D.	
19	Add Additional (20) Recessed Lights @ \$115 Each If selected \$2,300	Declined	
20	20 KW back-up Generator option.	\$ 10,250.00	
21	Whole House Surge protect	\$ 600.00	
22	Increase Concrete Patio Size from 144 s.f. to 400 s.f. (Custom color concrete) If selected \$5,016.00	\$ 2,816.00	
23	Upgrade Master Bedroom from Carpet to 3", 4", 5" Random width "White Oak" sand and finish wood flooring. (300 S.F. including closets @ \$6.00) Part of Wood Flooring Allowance.	\$ 1,800.00	
24	(Increased Allowance)	\$ 36,942.00	
25	Covered Porch off the rear of the home - 452 s.f.	T.B.D.	
26	Add Rear Uncovered Deck with Trex Decking with-out stairs to Terrace grade below - T.B.D.	NA	
27	4'-0" Wide Pressure Treated Stair w/ Trex Decking Treads & Powder Coated Aluminum Rails Up to 19 Riser's. (\$6,995.00	NA	
28	Upgrade all Drywall to 5/8" in lieu of 1/2". (Note - 5/8" is standard on all ceilings & garage walls	NA	
29	42" Wood Burning Fireplace Insert w/ Gas Rgh-In for future Log Set w/ Natural stone Surround & Hearth w/ 6" x 8" Oak Mantle. (Hearth RM	T.B.D.	
30	Add Utility sink in basement Mechanical Room or Garage @ \$69	T.B.D.	
31	Add Zone Damper system to basement level	\$ 3,600.00	
32	Add Steam Humidifier to HVAC System	\$ 2,220.00	
33	Add HVAC Zone to Master Bedroom	T.B.D.	
34	Add HVAC Electronic Air Cleaner	\$ 2,350.00	
35	Add HVAC UV Light Air scrubber. (Up to 5,000 s.f.)	T.B.D.	
36	Increase HVAC Allowance for an 18 SEER unit	T.B.D.	
37	Increase Appliance Allowance	\$ 5,000.00	
38	Add (4) 6" x 8" Oak Beam's in Kitchen Ceiling or Equivalent	\$ 5,200.00	
39	Increase Cabinet Allowance.	\$ 5,000.00	
40	Add Tree Clearing Allowance	\$ 3,750.00	
41	Increase Excavation Allowance	\$ 6,250.00	
42	Increase Driveway Stone (#3'S, 5'S, 21A'S, etc.)	\$ 4,230.00	
43	Increase Back-fill Allowance	\$ 2,500.00	
44	Increase Final Grade Allowance	\$ 5,000.00	
45	Increase Driveway Paving Allowance - (Increased to accommodate Tar & Chip & Cobblestone border & Transition Strip options. Up to 5,000 S.F.	\$ 11,250.00	
46	Dig Utility service line ditch allowance	\$ 1,315.00	
47	Whole House Gas Package	\$ 1,950.00	
48	Upgrade Bedrooms #2 & #3 from Carpet to 3", 4", 5" Random width "White Oak" sand and finish wood flooring. (800 s.f.)	T.B.D.	
49	Upgrade 3", 4", 5" Random width White Oak Flooring to 5" White Oak Including PSL Glues. (Kitchen, DR, Study, Hallway & Living Room	T.B.D.	
50	Increase Landscape Allowance	Declined	
51	Add HVAC & Utility Equipment Privacy Fence Allowance	Declined	
52	Add Custom Built-Ins in Great Room & Mud Room (18'-0") Exact Design T.B.D. & Part of Built-in Allowance	\$ 9,000.00	
53	Add Coffered Ceiling in Great Room	T.B.D.	
54	Increase Exterior Door Allowance	\$ 1,300.00	
55	Architectural Review Board Application & Fee's - Allowance (Landscape plans, Application Fee's, & Grading Plan	\$ 2,000.00	
56	Architectural Design - Allowance (Floor Plans, Engineering & Elevation)	\$ 1,435.00	
57	Increase Trash/Debris Hauling allowance.	NA	
58	Exterior Decorative Brackets, Buoys, Corbels, etc. Trim Materials & Labor Allowance - (15) ci	T.B.D.	
59	Install Dog Run Fenced In area Allowance	T.B.D.	
60	Add (2) Entry 30" wide x 72" tall Natural Stone Column with LED lights - 12" x 12" x 8" Column Block with 2"-3" Natural Thin Stone with 6"-8" Building Stone 2 tier cap with (2) L.I.	T.B.D.	
61	lights per column. (If selected - \$6,700.00)	\$ 3,280.00	
62	Increase Window Allowance	Declined	
63	Increase Granite allowance	T.B.D.	
64	Add 2nd. HVAC Equipment for Basement only. (Required when Basement & 1st. Floor HVAC Unit size is larger than 5 Ton	T.B.D.	
65	Upgrade 4,300 s.f. of Siding to Brick	T.B.D.	
66	Add Breezeway from garage to home. (10' x 16' = 160 s.f.) - Covered Breezeway Porch w/ Dimensional Asphalt Shingle roofing over 1/2" osb roof sheathing over Roof Trusses supported by 10" painted posts with 2" Blue Stone perimeter banding with 3,000 psi concrete finish flooring over 8" concrete walls with Stucco Finish Veneer.	T.B.D.	
67	Add Mini-Split system to detached garage allowance	T.B.D.	
68	Add Cobblestone Border with Cobblestone Transition Entrance to Driveway Courtyard. (If Selected - \$4,500.00	T.B.D.	
69	Media & Network Allowance Package - (1) Speakers, (4) HD Camera's, Installation of (2) T.V.'s by other's & Installation of a Mesh Wireless Network system by other's. (Network Cabinet, Network Switch, Speakers & Cameras are the only equipment provided) If selected \$10,800	T.B.D.	
70	Chimney Cap Allowance - (1) x \$1,200.00	\$ 1,200.00	
71	42" Gas Fireplace Insert w/ Mantle Surround & Stone Hearth. (Study	NA	
72	42" Wood Burning Fireplace Insert w/ Gas Rgh-In for future Log Set and Mantle Surround & Stone Hearth. (Screen Porc	T.B.D.	
73	Increase Mirror & Shower Door Allowance. (Upgrade Mirrors & Add (2) additional Shower Doors	Declined	
74	Add Additional S.F. to Garage Bay and increasing (1) door to 12' x 8' door. (610 s.f. base + 144 s.f. for half bay = 754 s.f.) If selected, \$6,696.00	\$ 6,696.00	
75	Increase Light Fixture Allowance	Declined	
76	Increase Front Door Allowance	Declined	
77	Increase Plumbing Allowance	NA	
78	Add Irrigation Well Allowance	T.B.D.	
79	Add Shutter Allowance	\$ (4,000.00)	
80	Existing Well Credit (Well Drilled, but still need pump, water line to home, pressure tank, & sediment filter	T.B.D.	
81	Trin-out Security System Allowance	T.B.D.	
	Heated Tile Flooring (\$25.00 per S.F. - 100 s.f. = \$2,500.00)	T.B.D.	
	Total Options:	\$ 200,014.00	
	Total Price including Options	\$ 979,914.00	

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DocuSign Envelope ID: 9C1A5B45-BC1C-4A5B-B0E2-B6C173F2E0AE		PRICE ABOVE:		Price List w/ Options	Base Home Price no options
83	ARCHITECTURAL DESIGN & CAD SERVICES	\$	7,885.00	\$	6,450.00
84	ARCHITECTURAL REVIEW BOARD APPLICATION & DESIGN FEES	\$	750.00	\$	750.00
85	UTILITY SERVICES (digging & installation of Power & T.V. Phone.)	\$	1,315.00	\$	-
86	TRASH DEBRIS HAULING & REMOVAL	\$	4,550.00	\$	4,550.00
87	GAS UTILITIES (L.P. & Natural Gas installation & Material; 100 gallons of L.P. included.)	\$	3,017.00	\$	1,067.00
88	SURVEYING & LOT RESEARCH (Site Plan, Grading Plan, Home Site points, etc.)	\$	2,575.00	\$	2,575.00
89	ENGINEERING & EROSION CONTROL (Silt Fence, Sediment traps, rip rap, etc. - Final design to be completed after grading / site plan completions.)	\$	600.00	\$	600.00
90	WELL/WATER METER TAPP FEES	\$	4,545.00	\$	8,545.00
91	SEPTIC/SEWER TAPP FEES (For a Septic System with 6 lines, and 200' of 4" gravity main, plus AOSE permit, & Health Permit.)	\$	10,475.00	\$	10,475.00
92	CLEARING	\$	3,750.00	\$	-
93	EXCAVATION, (including dirt hauling some dirt HAULING included, final dirt needs to be determined and to be bid out to client at builders cost.)	\$	10,000.00	\$	3,750.00
94	DRIVEWAY STONE. (#3'S, 57'S, 21A'S, etc.)	\$	6,110.00	\$	1,880.00
95	BACKFILL	\$	3,000.00	\$	3,000.00
95	FINAL GRADE	\$	9,250.00	\$	4,250.00
96	FRONT DOOR ASSEMBLY. (Aberdeen)	\$	5,800.00	\$	5,800.00
97	EXTERIOR WINDOWS. (Andersen 400 Min. Specifications - (32) Window Opening's + Installation Labor & Materials \$795 ea.)	\$	28,640.00	\$	25,440.00
98	EXTERIOR DOORS EXCLUDING FRONT DOOR. (Andersen 200 for Formal Area's & Thermo-Tru for Informal Area's or Equivalent - (3) Formal Door Opening's & (2) Informal Door	\$	6,300.00	\$	5,000.00
99	INTERIOR DOOR ALLOWANCE. (28) opening's all solid core w/ ball bearing hinges.)	\$	5,180.00	\$	5,180.00
100	OVERHEAD GARAGE DOORS. (1) 9' x 8' - (1) 16' x 8'	\$	5,900.00	\$	4,720.00
101	WOOD BURNING & GAS FIREPLACE SYSTEMS (Fireplace unit, venting, cast stone surround, mantle & hearth or equivalent)	\$	10,850.00	\$	10,850.00
102	CHIMNEY CAP & SHROUDS	\$	1,200.00	\$	-
103	PLUMBING FIXTURES. (Sinks & Tub Shower Faucets, Toilets, Tubs, water heaters, recirculation pump)	\$	8,700.00	\$	8,700.00
104	HVAC SYSTEMS (17 SEER DUAL FUEL BSMT & 1ST FLR & 17 SEER STRAIGHT HEAT PUMP 2ND. FLR.)	\$	26,500.00	\$	25,325.00
105	LIGHT FIXTURES AND FANS. (STANDARD)	\$	6,500.00	\$	6,500.00
106	RECESSED LIGHT FIXTURES. (40 + 20 = 60 @ \$115.00 EACH.)	\$	4,600.00	\$	4,600.00
107	20KW WHOLE HOUSE GENERATOR (Cost is \$10,350.00 plus fuel for tank.)	\$	10,250.00	\$	-
108	HOUSE VACUUM.	Not included		Not included	
109	KITCHEN AND BATH CABINETS. (Cabinets and Installation)	\$	25,900.00	\$	20,900.00
110	KITCHEN AND BATH COUNTERTOPS.	\$	8,390.00	\$	8,390.00
111	BUILT-INS - CABINETS.	\$	9,000.00	\$	-
112	INTERIOR TRIM PACKAGE. (Window/Door Casings, Base bd, Crown, Shelving, etc.)	\$	10,900.00	\$	10,900.00
113	INTERIOR TRIM SUB LABOR (Installation of Int. Doors, Window Door Casings, Base bd, Crown, Shelving, etc. per final Trim Scope)	\$	2,940.00	\$	1,805.00
113	INTERIOR STAIR RAILING SYSTEMS. (Newel Posts, Railing's, Balusters, etc.)	T.B.D.			
114	EXTERIOR RAILING ALLOWANCE	\$	-	\$	-
115	EXTERIOR SHUTTER ALLOWANCE (M&L)	\$	8,700.00	\$	6,565.00
116	FINISH FLOORING - TILE & MARBLE (Showers, Back splash, Floors Material)	\$	8,400.00	\$	6,335.00
117	FINISH FLOORING - TILE & MARBLE (Showers, Back splash, Floors Labor)	\$	5,820.00	\$	4,390.00
118	FINISH FLOORING - CARPET/LVT (Above Ground: 905 s.f. Basement only:)	\$	20,337.00	\$	20,337.00
119	FINISH FLOORING - 3/4", 5" WHITE OAK SAND & FINISH W/ 3 FINISH COATS. (Total s.f. plus sand & finish stairs)	\$	4,582.00	\$	4,582.00
120	SPECIAL ELECTRONICS - MEDIA & SECURITY ROUGH-IN ONLY; NO EQUIPMENT.	\$	3,665.00	\$	3,665.00
121	EXTERIOR & INTERIOR LOCKS AND BATH ACCESSORIES/DOOR HARDWARE.	\$	15,400.00	\$	10,400.00
122	APPLIANCES. (Installation & Appliances)	\$	3,225.00	\$	3,225.00
123	MIRRORS & SHOWER ENCLOSURES. (Master Shower Door only, plus bath mirrors.)	\$	2,790.00	\$	2,790.00
124	WALKWAY S.F. (288 S.F.)	\$	4,400.00	\$	1,584.00
125	PATIO S.F. (144 + 356 = 600 S.F.)	\$	14,500.00	\$	14,500.00
126	LANDSCAPING. (Seed & Straw, Landscaping, Mulch, Top soil, Shrubs.)	\$	4,984.00	\$	4,984.00
127	DRIVEWAY S.F. (2,800 S.F.)	NA		NA	
128	WALL PAPER.	T.B.D.			
129	WATER TREATMENT SYSTEM. - AVG. Cost - \$4,200.00				
130		\$	779,900.00	\$	779,900.00
131		\$	200,014.00	\$	-
132	Total House price with out options selected options above:	\$	979,914.00	\$	779,900.00
133	Total Options selected above:	\$		\$	
133	Total Home Price with selected options and Allowances above:	\$		\$	

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Exhibit C

Fulton Bank, N.A.

310 Old Ivy Way, Suite 101, Charlottesville, VA 22903

Underwriting Conditional Approval

06/18/2021	
Lender Lender: Fulton Bank, N.A. Contact: Phone: 800-385-8664 Fax: Loan #: 3800040975	
Borrower Borrower: Rollo, Thomas E Co-Borr: Rollo, Elizabeth J	Underwriting Approved: 06/16/2021 Underwriter: James Bowman Processor: Christina Tordoff
Subject Property Property: Lot 49, Indian Ridge Drive Earlysville, VA 22936 Property Type: PUD Units: 1 Project Type: E_PUD	Lock Note Rate: 3.375% Qual Rate: 3.375% Expires: 08/09/2021

Thank you for choosing Fulton Bank for your financing needs. It is a pleasure to inform you that your application for a mortgage loan has been approved with the following terms and conditions:

Loan Information

Approved Loan Amount:	\$655,000.00	Loan Program:	Fulton Bank - SP CP 30 YR Fixed
Subordinate Finance Amount:	\$	Purpose:	ConstructionToPermanent
Note Rate:	3.375%	Loan Type:	Conventional
Sales Price:	\$	Occupancy:	PrimaryResidence
Amortization Type:	Fixed		
LTV / CLTV:	57.663% / 57.663%	Term / Due In:	360 / 360
Lien Position:	First Lien	Margin:	%
Proposed P & I:	\$2,895.73		

The Expiration Date of the Commitment Letter is the earlier of the Rate Lock Expiration Date or the Document Expiration Date. Lock expires: 08/09/2021, Documents expire: 05/30/2021

Approval Conditions



The lender must receive an acceptable Title Insurance Binder and Closing Service Letter from the title insurance company fifteen (15) five (5) days prior to settlement, and an ALTA Short Form Residential Loan Policy at closing. Please use this name and address for the above documents:

Fulton Bank, N.A.

Its Successors and/or Assigns as Their Interests May Appear
One Penn Square
Lancaster, PA 17602

A homeowner's insurance policy is required for the mortgage amount or 100% of the full replacement cost from an insurance company with an acceptable financial stability rating. The deductible may not exceed \$1,000.00. The declaration page and paid receipt must be provided to the Lender at least fifteen business days prior to settlement. The mortgagee/payee clause must read:

Fulton Bank, N.A.

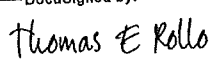
Its Successors and/or Assigns as Their Interest May Appear

P.O. Box 200058
Kennesaw, GA 30156-9246

See next page for additional conditions.

Please sign this Commitment Letter and return with all conditions required as requested.

I/We hereby accept the terms and conditions of this commitment.

DocuSigned by:

210F754FAAB04F8... 6/19/2021 | 04:24:29 PDT

Thomas Rollo

DocuSigned by:

18116EA8F29E482... 6/19/2021 | 04:23:33 PDT

Elizabeth Rollo

George C Brannock, Loan Officer

434-242-7218

CBrannock@FultonMortgageCompany.com

Underwriter/Authorized Approval Signature



All documentation must be returned using one of the following methods:

- Email: ctordoff@fultonmortgagecompany.com
- Online portal
- Mail:

4429 Bonney Road, Suite 310, Virginia Beach, VA 23462

Attn: Christina Tordoff

If you have any additional questions, you may contact Christina Tordoff at 757-963-7207

***** OPEN CONDITIONS *****

Fulton Bank, N.A.

Borrower: **Rollo, Thomas E**

Co-borrower: **Rollo, Elizabeth J**

Prior to Approval ("PTA") Conditions:

Appraisal - Satisfactory Form 1004 interior/exterior appraisal, with all required attachments/photos; all conditions/repairs must be satisfied prior to closing. The value required is \$1,135,914.

Income - Tax Return Verification - Lender to obtain IRS tax transcripts prior to closing for the past two years tax return filings, to verify the income documentation provided by the customer, and to verify no undisclosed losses or IRS debt owed.

Construction - Rental expense during construction - Please provide a satisfactory signed letter explaining your living situation during construction, including a temporary address, if applicable. If renting during construction, a copy of your lease is required to confirm the monthly rent, and the application must be resubmitted to underwriting for approval

Assets - Bank Statements - Copy of your most recent two months consecutive bank statements for all bank accounts, showing the \$85,000 down payment to the builder has cleared your bank account, and showing assets of at least \$250,936; a satisfactory written, signed explanation and documentation are required for all large/unusual deposits in order to verify an acceptable source of funds.

Construction - Permits - Provide well and septic permits or perc tests to show lot will support the proposed dwelling. Permits and/or perc tests must reference the number of bedrooms that the lot will support

Construction - Site plan - Site Plan, signed and sealed by a Surveyor, indicating the location of the proposed house on the lot

Income - Pay Stubs - Satisfactory copy of your most recent pay statement from US Office of Personnel Management verifying income as stated on the application. (May not be older than 60 days at settlement.)

Prior to Funding ("PTF") Conditions:

Credit - Pre-Closing Credit - Satisfactory pre-closing credit report re-verification to be obtained within 15 days of closing evidencing no new credit has been obtained. New credit inquiries will require a satisfactory explanation from the borrower to verify no new debt has been opened. If new debt has been opened, the payment must be included in the debt ratios which may result in loan commitment being rescinded.

Property - Hazard Declaration Page w/ Paid Receipt - A homeowners insurance policy is required for at least the mortgage amount, or 100% of the full replacement cost. The declaration page and paid receipt must be presented to Fulton Mortgage Company at least fifteen (15) business days prior to your scheduled settlement date. Please provide the name and telephone number of your insurance agent:



Insurance Agency Name and Telephone Number

Construction - Builder's Liability Insurance - Builder's Commercial General Liability Insurance is required. The lender must be listed as the Certificate Holder, and the subject property listed in the description of work. If construction has started, Builder's Risk Insurance will also be required.

Construction - Foundation Survey - Foundation survey is required prior to funding past the foundation draw.

Construction - Recert prior to modification - Satisfactory completion of the property per plans and specs, with final inspection on Fannie Mae Form 1004D and photos by the appraiser. An update of value on Fannie Mae Form 1004D from the appraiser is also required if the date of the modification is more than 120 days after the effective date of the appraisal.

At Closing ("AC") Conditions:

Closing - Survey - Satisfactory survey for the subject property, or survey endorsement to the title policy.

Closing - Maximum PITIA - Proposed housing payment (PITI) may not exceed \$3,873.73 or this commitment letter will be rescinded. The loan application will need to be resubmitted to underwriting for review to determine if the mortgage request can be re-approved with the higher payment.

Closing - 4506-T - IRS Form 4506-T, Request for Transcript of Tax Return, to be signed by the borrowers for their personal returns.

Assets - Cash to Close - The Closing Disclosure for this mortgage must show that the borrowers do not owe more than \$250,936 at closing. If additional assets are required for closing, sufficient assets must be verified with the most recent two months consecutive bank statements, and the application must be resubmitted to underwriting for re-approval. All large/unusual deposits must be documented to show an acceptable source of funds.

Closing - Sign Tax Returns - Borrower must sign and date all tax returns in the mortgage file.

Misc - Occupancy Affidavit - All borrowers must sign an occupancy certification at closing. For owner-occupied or second homes, the borrowers must certify that they will occupy the property as their primary residence within 60 days of closing. For investment properties, the borrowers must certify that they will not be occupying the property.

Misc - No Changes to Credit, etc. - Note: Any changes to the applicant's credit history, employment, and/or assets, or changes to the property, may cause this approval to be rescinded. Please note that any changes to the loan terms, product, or loan structure must be made in writing and received by your loan officer a minimum of five business days prior to closing, or closing may be delayed.

Closing - Undisclosed Debt Disclosure - Undisclosed debt disclosure to be signed at closing, to verify the borrowers have not incurred any additional debt, and to certify that all debts are listed on the application.

Construction - Escrow no PMI - An escrow account will be established for the payment of your real estate taxes and insurance at conversion to permanent financing

Closing - Sale of Current Home - Final, signed Closing Disclosure for the sale and settlement of 1018 Harbour Pointe Drive, New Bern, NC 28560 with net proceeds of at least \$0 after pay off of Wells Fargo xx3826.

Construction - Changes to Contract - The bank, prior to closing on your loan, must approve any changes to your construction contract. The mortgage amount may not be increased after closing.

Construction - Builder to sign - Builder to sign Important Notice - Extension Requests and Owner and Contractor Instructions

Construction - Loan Agreement - Lender's construction loan agreement and disbursement schedule to be signed. Requirements outlined in Lender's construction loan agreement, construction note rider, and construction mortgage rider will apply during construction.



Construction - Special Portfolio Fixed - 'The monthly payments will be interest-only during the construction period.



Rollo Payments for Rent, Storage September 2022 - June 2023 Per Contract

Exhibit D

6/12/2023	-104 *	PURCHASE AUTHORIZED ON 06/09 FSP*NORTH CHARLOTT 434-974-6464 VA S583160455674753 CARD 6316
6/5/2023	-695.7 *	Hilldrup WEB PAY 230602 P96-14-2 Thomas E. Rollo
6/2/2023	-1699.85 *	City Walk Apartm WEB PMTS 060223 BGH58 Thomas E Rollo
5/26/2023	-123.99 *	PURCHASE AUTHORIZED ON 05/24 SAF NOB LEAKE SQUA 434-7710824 VA S583144456084209 CARD 6316
5/11/2023	-695.7 *	Hilldrup WEB PAY 230510 P96-14-2 Thomas E. Rollo
5/2/2023	-1706.9 *	City Walk Apartm WEB PMTS 050223 8K6X1B Thomas E Rollo
4/26/2023	-123.99 *	PURCHASE AUTHORIZED ON 04/24 SAF NOB LEAKE SQUA 434-7710824 VA S383114602072382 CARD 6316
5/11/2023	-104 *	PURCHASE AUTHORIZED ON 04/13 FSP*NORTH CHARLOTT 434-974-6464 VA S303103516702256 CARD 6316
4/14/2023	-104 *	PURCHASE AUTHORIZED ON 04/13 FSP*NORTH CHARLOTT 434-974-6464 VA S303103516702256 CARD 6316
4/5/2023	-695.7 *	Hilldrup WEB PAY 230404 P96-14-2 Thomas E. Rollo
4/3/2023	-123.99 *	PURCHASE AUTHORIZED ON 03/30 SAF NOB LEAKE SQUA 434-7710824 VA S303089473100187 CARD 6316
3/31/2023	-1697.24 *	City Walk Apartm WEB PMTS 033123 6LOTX9 Thomas E Rollo
3/10/2023	-104 *	PURCHASE AUTHORIZED ON 03/09 FSP*NORTH CHARLOTT 434-974-6464 VA S583068541181399 CARD 6316
3/3/2023	-1709.2 *	City Walk Apartm WEB PMTS 030323 4GQCV9 Thomas E Rollo
3/3/2023	-695.7 *	Hilldrup WEB PAY 230302 P96-14-2 Thomas E. Rollo
2/27/2023	-123.99 *	PURCHASE AUTHORIZED ON 02/25 SAF NOB LEAKE SQUA 434-7710824 VA S303056614147927 CARD 6316
2/10/2023	-104 *	PURCHASE AUTHORIZED ON 02/09 FSP*NORTH CHARLOTT 434-974-6464 VA S303040464403161 CARD 6316
2/3/2023	-1712.55 *	City Walk Apartm WEB PMTS 020323 1RPWC9 Thomas E Rollo
2/3/2023	-695.7 *	Hilldrup WEB PAY 230202 P96-14-2 Thomas E. Rollo
1/25/2023	-104.99 *	PURCHASE AUTHORIZED ON 01/23 SAF NOB LEAKE SQUA 434-7710824 VA S583023735535590 CARD 6316
1/10/2023	-104 *	PURCHASE AUTHORIZED ON 01/09 FSP*NORTH CHARLOTT 434-974-6464 VA S4630095734542 CARD 6316
1/5/2023	-695.7 *	Hilldrup WEB PAY 230104 P96-14-2 Thomas E. Rollo
1/3/2023	-1618.57 *	City Walk Apartm WEB PMTS 010323 2H15W9 Thomas E Rollo
12/12/2022	-104 *	PURCHASE AUTHORIZED ON 12/09 FSP*NORTH CHARLOTT 434-974-6464 VA S582343754820235 CARD 6316
12/12/2022	-1607.79 *	City Walk Apartm WEB PMTS 120222 NBTGH9 Thomas E Rollo
12/2/2022	-695.7 *	Hilldrup WEB PAY 221201 P96-14-2 Thomas E. Rollo
11/10/2022	-52 *	PURCHASE AUTHORIZED ON 11/09 FSP*NORTH CHARLOTT 434-974-6464 VA S382313465318036 CARD 6316
11/3/2022	-695.7 *	Hilldrup WEB PAY 221102 P96-14-2 Thomas E. Rollo
11/2/2022	-1666.77 *	City Walk Apartm WEB PMTS 110222 KVMYC9 Thomas E Rollo
10/4/2022	-1662.08 *	City Walk Apartm WEB PMTS 100422 XGV499 Thomas E Rollo
10/4/2022	-695.7 *	Hilldrup WEB PAY 221003 P96-14-2 Thomas E. Rollo
9/12/2022	-1698.7 *	City Walk Apartm WEB PMTS 090222 69W159 Thomas E Rollo
9/2/2022	-695.7 *	Hilldrup WEB PAY 220901 P96-14-2 Thomas E Rollo
Total:		
Rent		-\$16,779.65
Storage		-\$6,957.00
Storage		-\$780.00
Storage		-\$495.96

Exhibit E

☒ Track your expenses...

- ☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

2398

8/11/2022

Fulton Mortgage Company
 One Thousand Six Hundred Thirty Seven and 50/100

BALANCE FORWARD	
THIS ITEM	1,637.50
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

3800040975
 Const Loan Extension Part



NOT NEGOTIABLE

For added security, your name and account number do not appear on this copy.

☒ Track your expenses...

- ☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

2399

7/17/2022

Fulton Mortgage Company
 One Thousand Six Hundred Thirty Seven and 50/100

BALANCE FORWARD	
THIS ITEM	1,637.50
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

3800040975
 Const Loan Extension Part



NOT NEGOTIABLE

For added security, your name and account number do not appear on this copy.

☒ Track your expenses...

- ☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

2442

1/12/2023

Fulton Mortgage Company
 One Thousand Six Hundred Thirty Seven and 50/100

BALANCE FORWARD	
THIS ITEM	1,112.50
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

3800040975
 Const Loan Extension Part



NOT NEGOTIABLE

For added security, your name and account number do not appear on this copy.

Sheet1

Sheet2

Sheet3

CONSTRUCTION LOAN EXTENSION INVOICE

FULTON MORTGAGE COMPANY
Attn: Judy Galloway
A Division of Fulton Bank, N.A.
4429 Bonney Road, Suite 310
Virginia Beach, VA 23462

Thomas Rollo

MLN#

PAYMENT DUE

\$1,637.50

RE: Lot 49 Indian Ridge Drive
Earlsville, Va

EXTENSION INFORMATION/CALCULATION:

<u>FROM</u> <u>DATE</u>	<u>ENDING ON</u> <u>DATE</u>	<u>MORTGAGE</u> <u>AMOUNT</u>		<u>EXTENSION</u> <u>FEE %</u>	<u>EXTENSION</u> <u>FEE DUE</u>
8/26/22	9/26/22	\$655,000.00	X	0.25%	\$1,637.50

Paid In Full
Check # 2398
8/11/2022

Sheet1

Sheet2

Sheet3

CONSTRUCTION LOAN EXTENSION INVOICE

FULTON MORTGAGE COMPANY
Attn: Judy Galloway
A Division of Fulton Bank, N.A.
4429 Bonney Road, Suite 310
Virginia Beach, VA 23462

Thomas Rollo

MLN#

PAYMENT DUE

\$1,637.50

RE: Lot 49 Indian Ridge Drive
Earlysville, Va

EXTENSION INFORMATION/CALCULATION:

<u>FROM DATE</u>	<u>ENDING ON DATE</u>	<u>MORTGAGE AMOUNT</u>	<u>EXTENSION FEE %</u>	<u>EXTENSION FEE DUE</u>
9/26/22	10/26/22	\$655,000.00 X	0.25%	\$1,637.50

Paul de F...
9/19/2022
R
2399

Sheet1

Sheet2

Sheet3

CONSTRUCTION LOAN EXTENSION INVOICE

FULTON MORTGAGE COMPANY
Attn: Judy Galloway
A Division of Fulton Bank, N.A.
4429 Bonney Road, Suite 310
Virginia Beach, VA 23462

Thomas Rollo

MLN#

PAYMENT DUE
\$1,637.50

RE: Lot 49 Indian Ridge Drive
Earlsville, Va

EXTENSION INFORMATION/CALCULATION:

<u>FROM</u> <u>DATE</u>	<u>ENDING ON</u> <u>DATE</u>	<u>MORTGAGE</u> <u>AMOUNT</u>	<u>EXTENSION</u> <u>FEE %</u>	<u>EXTENSION</u> <u>FEE DUE</u>
1/26/23	7/26/23	\$655,000.00	0.25%	\$4,912.50

* Extension for 6 months with 3 months charge @ \$1,637.50 each

RF
1/13/2023
2442

Exhibit F

INVOICE

Date: 8/11/22

Jamersons Plumbing
/ Phillip Jamerson
821 Self Road
Scottsville, VA 24590
Cell: 434-987-8698

To: Dobson Homes, Inc.
91 Beaver Dam Drive
Keswick, VA 22947

Attention: Tommy

Job: Rollo Residence

Work Order# 0662

Work Description: Plumbing: Rough in

Material/Labor

Total Amount: \$8,212.70

COPY

\$5612.70
- 1412.70 2/23/2023
\$3600.00
- 1800.00
\$1800.00 3/20/2023

Thank You

Total of
Invoices:

0662 \$ 8,212.70
0663 \$ 1,025.00
0668 \$ 775.00

11/22/2022
\$ 10,012.70

\$ 2,500.00
7,512.70
1,500.00
6,012.70

11/22/2022
Check # 2431 \$2,500.00
12/12/2022
Check # 2437 \$1,500.00

\$6012.70
- 1000.00 1/19/2023

Parti
PMT
Rem
Bed
Re
S

INVOICE

Date: 8/11/22

Jamersons Plumbing
/ Phillip Jamerson
821 Self Road
Scottsville, VA 24590
Cell: 434-987-8698

To: Dobson Homes, Inc.
91 Beaver Dam Drive
Keswick, VA 22947

Attention: Tommy

Job: Rollo Residence

Work Order# 0662

0663

Work Description: Plumbing: Extra: Install sink in garage and sink in mach. Room.
An extra ice maker and a pot filler.
Add outdoor shower

Material/Labor

Total Amount: \$1,025.00

Copy

Thank You

INVOICE

Date: 9/15/22

Jamersons Plumbing
/ Phillip Jamerson
821 Self Road
Scottsville, VA 24590
Cell: 434-987-8698

To: Dobson Homes, Inc.
91 Beaver Dam Drive
Keswick, VA 22947

Attention: Tommy

Job: Rollo Residence

Work Order# 0668

Work Description: Plumbing: Extra: Move basement bath plumbing.
Hook up vent and waterlines.

Material/Labor

Total Amount: \$775.00

Thank You

Copy

FINAL LIEN WAIVER

STATE OF Virginia
COUNTY/CITY OF Albemarle, to-wit;

Original Contract Amount: \$ 10,012.70
Approved Change Order: \$ —
Adjusted Contract Amount: \$ —
Previous Payment: \$ 8,212.70
Current Payment: \$ 1,800.00
Contract Balance: \$ 10,012.70

TO: **CHICAGO TITLE INSURANCE COMPANY** (Title Insurer)
Fulton Bank, N. A. (Lender)
or Thomas E. Rollo and Elizabeth J. Rollo (Owners)
(Contractor)

The UNDERSIGNED being duly sworn states that he is the owner (title) of Jamersons Plumbing (firm) who has a contract with for furnishing Rough In Plumbing for the improvements being erected on real estate known and identified as 4.85 acres, Indian Springs, Earlysville, VA 22936 located in Albemarle, Commonwealth of Virginia, and owned by and Thomas E. Rollo and Elizabeth J. Rollo

The UNDERSIGNED, for and in consideration of the sum of Ten thousand Twelve and Seventy Cents (\$ 10,012.70) in payment of invoice or application dated 8/11/2022, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims or right of lien on the aforementioned property and improvements now or hereafter assertable thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, or which may be furnished at any time hereafter.

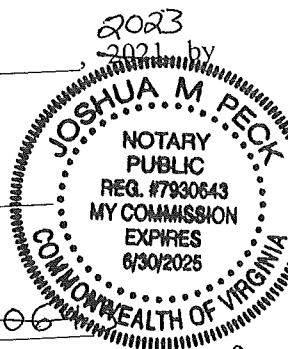
The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been past-paid all amounts previously due and will be paid all in full due out of this payment on receipt and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claims against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned.

Signed this 12th day of April, 2023.

By: Phillip Jamerson
Title: Sole Proprietor

Signed and sworn to before me this 12th day of April
Phillip Jamerson as _____ for.

Joshua M. Peck
Notary Public



My Commission Expires: 06/30/2025

Registration Number: 7930643
#7930643 JMP



REMIT TO
CHARLOTTEVILLE BRANCH
BEACON BUILDING PRODUCTS
PO BOX 100639
ATLANTA, GA 30384-0639

WAREHOUSE
CHARLOTTEVILLE BRANCH
BEACON BUILDING PRODUCTS
1738 SCOTTSVILLE RD
CHARLOTTEVILLE, VA 22902
Phone # 434 295 0442

PAYMENT TYPE	C.O.D.
DOCUMENT NUMBER	LN04802
DOCUMENT DATE	10/26/22
CUSTOMER NUMBER	254142
WAREHOUSE	517

Order by: TOM ROLLO

SPECIAL INSTRUCTIONS

LIFT UP WEDNESDAY

SOLD TO
~~DEBBIE ROLLO~~ Rollo (517)
~~PO BOX 1182~~ 4000 City Walk Way
CHARLOTTEVILLE, VA 22906

SHIP TO
~~DEBBIE ROLLO~~ Rollo (517)
6310 INDIAN RIDGE DRIVE
LOT 49 INDIAN SPRINGS
EARLYSVILLE, VA 22936

434-591-1188

SHIPPING METHOD

ETA DATE

11/02/22

CUSTOMER P.O. NUMBER	JOB NAME	JOB NUMBER	WTR	SALES	ORDER DATE	OUR TRUCK
7031117		589	JGS	10/26/22		

LINE NO	PRODUCT NUMBER/DESCRIPTION	UOM	ORDERED	SHIPPED	BO	UNIT PRICE	DISCOUNT	EXTENDED AMOUNT
005	TRIOSS734 TRI O SHINGLE STARTER 7-3/4"	BDL	4	4	0	52.5000		210.00
	560384 C08 001 001 / F03 001 001							
	36/PALLET 24PALLET/TL 864PC/TL							
	100LF							
SHIPPED VIA								
SHIP DATE								
PICKED BY								
FILED BY								
PACKED BY								
CHECKED BY								
DATE RECEIVED								
RECEIVED BY								
END OF ORDER								
AMOUNT								
TAX								
Freight								
OTHER								
TOTAL DUE								

PREPAID NO CTNS WEIGHT
COLLECT 15,422
PICK UP

RECEIVED BY
END OF ORDER

DATE RECEIVED

9,878.62
523.57
100.00
10,502.19

MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION
Any shortages or discrepancies concerning this order must be reported within 24 hours

BEA

DATE 10/26/22 TIME 7:15:43

SALES ORDER
ACKNOWLEDGEMENT

PAGE NO.
2



HEMI 10
CHARLOTTEVILLE BRANCH
BEACON BUILDING PRODUCTS
PO BOX 100639
ATLANTA, GA 30384-0639

WAREHOUSE
CHARLOTTEVILLE BRANCH
BEACON BUILDING PRODUCTS
1738 SCOTTSVILLE RD
CHARLOTTEVILLE, VA 22902
phone # 434 295 0442

PAYMENT TYPE	C.O.D.
DOCUMENT NUMBER	IN04802
DOCUMENT DATE	10/26/22
CUSTOMER NUMBER	254142
WAREHOUSE	517

Order by: TOM ROLLO

SPECIAL INSTRUCTIONS

SOLD TO

DOBSON HOMES INC Rollo (517)
P.O. Box 7161 4000 City Walk Way
CHARLOTTEVILLE, VA 22906
22902

SHIP TO

DOBSON HOMES INC Rollo (517)
6310 INDIAN RIDGE DRIVE
LOT 49 INDIAN SPRINGS
EARLYSVILLE, VA 22936

LIFT UP WEDNESDAY

434 591 1188

ETA DATE

SHIPPING METHOD

OUR TRUCK

11/02/22

CUSTOMER P.O. NUMBER

JOB NAME

JOB NUMBER

WTR

SALES

ORDER DATE

OUR TRUCK

SHIPPING METHOD

11/02/22

7031117

PRODUCT NUMBER/DESCRIPTION

LINE NO

001 GAF TMBLNBADZPG GAF BA TMBLINE HD2 PEWTER GRAY
656449
F02 001 001 0476552BA
BALTIMORE TIMBERLINE 3BDL/SQ

BDL

208

208

0

37.4900

7797.92

002 GAF COBRA20NG GAF COBRA VENT 20'10.5"NAIL GUN
028287
C05 001 001 2005 RIDGE VENT 20' X 10.5"
TRANSFER BR 409 36RL/PAL

RL

10

0

10

55.1500

551.50

003 TRIFSWA6TB TRI ALUM EDGE FS 5" STD WHT
557536
C17 001 001 F-5WA6TB STANDARD WHITE

PC

52

52

0

10.1200

526.24

004 GAFSARMOPG GAF MO SEAL-A-RIDGE PEWTER GRAY
443933
C09 001 001 / F03 001 001 MOBILE PLASTIC WRAPPER
25LF/BDL

BDL

12

12

0

66.0800

792.96

NO CTNS WEIGHT SHIPPED VIA

15, 422

SHIP DATE

PICKED BY

FILLED BY

PACKED BY

CHECKED BY

TAX

AMOUNT

PREPAID NO CTNS WEIGHT SHIPPED VIA
COLLECT 15, 422
PICK UP

RECEIVED BY

CONTINUED:

DATE RECEIVED

TOTAL DUE

MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION
Any shortages or discrepancies concerning this order must be reported within 24 hours

DATE 10/26/22 TIME 7:15:43

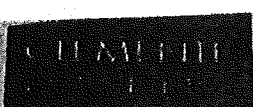
SALES ORDER
ACKNOWLEDGEMENT

PAGE NO.
1

MINSA

BEA

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "Mr. J. H. Smith", "Mr. W. H. Jones", and "Mr. R. H. Brown".



NEW ROOFS
RE-ROOFS
EMERGENCY REPAIRS

MELINDA & EMERIO CLEMENTE
McLennan800@gmail.com
24 Jockey Chase | Glenview, VA 24431
840.421.2149 | 540.421.0937

Nov 15, 2022

6310 Indian
Ridge Dr.
10449

52/pieces of Drip edge @ \$8.00/ea \$416.00

208 Bundles @ \$15.00/ea \$3120.00

install Flashing 164 LF @ \$1.50 \$246.00

Counter Flash 164 LF @ \$12.00 \$1,968.00

Rollled Ridge vent 80 LF @ \$4.00 \$320.00

Total

\$6,070.00

Check # 2405

11/17/2022

Paid In Full

THOMAS E ROLLO
ELIZABETH J ROLLO
4000 CITY WALKWAY APT 408
CHARLOTTEVILLE, VA 22902

Date

11/17/2022

68-541514-7464

2405

Pay to the
Order of

Clayton Roofing

\$ 6,070.00



Photo
Safe
Deposit
Icon

Dollars



Wells Fargo Bank, N.A.
Virginia
wellsfargo.com

For

Roof 6310 Federal Ridge Dr

Thomas E. Rollo

Handed Check

FINAL LIEN WAIVER

STATE OF Virginia,
COUNTY/CITY OF Albemarle, to-wit;

Original Contract Amount: \$ 6,070.00
Approved Change Order: \$ —
Adjusted Contract Amount: \$ —
Previous Payment: \$ —
Current Payment: \$ 6,070.00
Contract Balance: \$ 0.00

TO: **CHICAGO TITLE INSURANCE COMPANY** (Title Insurer)
Fulton Bank, N. A. (Lender)
or Thomas E. Rollo and Elizabeth J. Rollo (Owners)
(Contractor)

The UNDERSIGNED being duly sworn states that he is the Owner (title) of Clemente Roofing (firm) who has a contract with for furnishing Roofing Installation for the improvements being erected on real estate known and identified as 4.85 acres, Indian Springs, Earlysville, VA 22936 located in Albemarle, Commonwealth of Virginia, and owned by and Thomas E. Rollo and Elizabeth J. Rollo

The UNDERSIGNED, for and in consideration of the sum of Six Thousand Seventy and Zero Cents (\$ 6,070.00) in payment of invoice or application dated 11/15/2022, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims or right of lien on the aforementioned property and improvements now or hereafter assertable thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished, or which may be furnished at any time hereafter.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been past-paid all amounts previously due and will be paid all in full due out of this payment on receipt and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claims against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned.

Signed this 31 day of Dec. Jan, 2022 2023
18

By: Melinda Clemente
Title: Owner

Signed and sworn to before me this 18th day of January, 2022 by Melinda Clemente as Owner for.

ANTHONY MANSOUR
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION #7878962
MY COMM. EXPS: MARCH 31, 2024
My Commission Expires: 03/31/2024

Anthony Mansour
Notary Public

Registration Number: #7878962



True Living

True Living, LLC.

140 S Pantops Dr. #102
Charlottesville, VA 22911
P. 540.406.0686
F. 877.538.6502
email: Accounting@BuildWithTrue.com

CHANGE ORDER

Change Order #	1
Date	1/16/23

Project Name:	Rollo Residence	Change Order Request Signatures	Sign Here	Date
True Living Project Manager	Brandon Flasco	Buyer	<i>[Signature]</i>	1/19/2023
Customer Requesting Change	Tom and Liz	Buyer		
		True Living Project Manager		

For Office Use

Description of Request	Est. Cost
Add framing change to existing garage door opening to accomodate 20' x 9' garage door	\$2,000.00
Delete satin finish on walls	-\$1,500.00
Add custom color flat paint - interior walls	\$2,000.00
Add 6 outlets in unfinished 2nd floor bonus rm (\$150@ - credit 1)	\$750.00
Add 2 flood lights (\$450 each)	\$900.00
Add 1 switched receptacle in screen porch for rope lights	\$325.00
Add electrical for mirror light in primary bath vanity	\$0.00
Add 3 recessed lights in primary bath in lieu of front porch recessed	\$0.00

HOMAS E ROLLO
LIZABETH J ROLLO
100 CITY WALK WAY APT 408
CHARLOTTESVILLE, VA 22902

2446

68-54/514 7464

1/19/2023
Date

y to the
der of

True Living
Four Thousand Four Hundred Seventy Five and no/100 \$ 4,475.00

WELLS FARGO
Wells Fargo Bank, N.A.
Virginia
wellsfargo.com

Change Order 1

[Signature]

Photo
Safe
Deposit
Details on back

PAID IN FULL
1/19/23
JK

			Date
Buyer	X	<i>[Signature]</i>	1/19/2023
Buyer	X		
True Living Project Manager		<i>[Signature]</i>	
True Living Final Approval			1/19/23

Change orders are due upon acceptance. Please indicate method of payment. Payment of change order constitutes your signature, approval, acceptance of change order.

Tommy Dobson
Dobson Signature Homes
91 Beaverdam Court
Keswick, VA 22947

12/5/2022

Dear Tommy,

Attached are paid receipts for the back monthly container rents (August-October 2022) as well as a paid receipt for the container rent (November 2022) as well as for the container removal and contents disposal of the container left on our property by Dobson Signature Homes. The account is now closed out.

I respectfully request reimbursement for these expenses that total \$862.20. Please send the reimbursement as soon as possible.

Sincerely yours,

Thomas E. Rollo
4000 City Walk Way
Apt 408
Charlottesville, VA 22902



Tom Rollo <clanrollo58@gmail.com>

Copy of payment receipt from Container Rentals LLC

Fri, Dec 2, 9:16 AM

Intuit <do_not_reply@intuit.com>
To: <clanrollo58@gmail.com>, <billing@vanderlinderecycling.com>

Dear Thomas E Rollo / Dobson Homes

Below is the sales receipt provided to you by Container Rentals LLC

Container Rentals LLC			Receipt
2820 HYDRAULIC RD CHARLOTTESVILLE VA 22901			
Transaction Type	Sale	Amount	\$632.2
Cardholder Name	Thomas E Rollo / Dobson Homes	Credit Card Number2698
Card Type	Visa		
Date & Time	12/02/2022 - 06:15 PST	Authorization Code	31956D
Transaction ID	MS0135166197		

Thank you for your order,
Container Rentals LLC

billing@vanderlinderecycling.com

No additional transfer fees or taxes apply.

Payment services brought by:
Intuit Payments Inc.
2700 Coast Avenue, Mountain View, CA 94043
Phone number 1-888-536-4801
NMLS #1098819

For more information about Intuit Payments' money transmission licenses, please visit
<https://www.intuit.com/legal/licenses/payment-licenses/>

Please do not reply to this message as we are unable to respond to questions at this e-mail address.

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
 Charlottesville, VA 22901
 (434) 589-1948
 billing@vanderlinderecycling.com

INVOICE

BILL TO
 Dobson Homes
 PO Box 7181
 Charlottesville, VA 22906

INVOICE 103832
 DATE 12/01/2022
 TERMS Net 30
 DUE DATE 12/31/2022

JOB SITE
 (30-0507A) Spring Forest Ln

JOB NAME
 Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Haul	1	330.00	330.00
	CONTAINER PICKUP	3.24	55.00	178.20
	Tipping C&D Material	31	4.00	124.00
	Rental Daily November/December			

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

SUBTOTAL	632.20
TAX	0.00
TOTAL	632.20
PAYMENT	632.20
BALANCE DUE	\$0.00
	PAID



Tom Rollo <clanrollo58@gmail.com>

Copy of payment receipt from Container Rentals LLC

Wed, Nov 30, 12:55 PM

Intuit <do_not_reply@intuit.com>

To: <clanrollo58@gmail.com>, <billing@vanderlinderecycling.com>

Dear Thomas E Rollo / Dobson Homes

Below is the sales receipt provided to you by Container Rentals LLC

Container Rentals LLC		Receipt	
2820 HYDRAULIC RD CHARLOTTESVILLE VA 22901		Amount	\$230.0
Transaction Type	Sale	Credit Card Number2698
Cardholder Name	Thomas E Rollo / Dobson Homes	Authorization Code	15469D
Card Type	Visa		
Date & Time	11/30/2022 - 09:54 PST		
Transaction ID	MS0134581194		

Thank you for your order,
Container Rentals LLC

billing@vanderlinderecycling.com

No additional transfer fees or taxes apply.

Payment services brought by:

Intuit Payments Inc.

2700 Coast Avenue, Mountain View, CA 94043

Phone number 1-888-536-4801

NMLS #1098819

For more information about Intuit Payments' money transmission licenses, please visit
<https://www.intuit.com/legal/licenses/payment-licenses/>

Please do not reply to this message as we are unable to respond to questions at this e-mail address.

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO

Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 100933
DATE 10/31/2022
TERMS Net 30
DUE DATE 11/30/2022

JOB SITE

(30-0507A) Spring Forest Ln

JOB NAME

Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental Daily	31	2.50	77.50

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

SUBTOTAL

77.50

TAX

0.00

TOTAL

77.50

PAYMENT

77.50

BALANCE DUE

\$0.00

PAID

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO
Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 98195
DATE 09/30/2022
TERMS Net 30
DUE DATE 10/30/2022

JOB SITE (30-0507A) Spring Forest Ln
JOB NAME Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental September	30	2.50	75.00
				75.00
SUBTOTAL				0.00
TAX				75.00
TOTAL				75.00
PAYMENT				
BALANCE DUE				\$0.00 PAID

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO

Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 94667
DATE 08/31/2022
TERMS Net 30
DUE DATE 09/30/2022

JOB SITE

(30-0507A) Spring Forest Ln

JOB NAME

Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental Daily	31	2.50	77.50
				77.50
SUBTOTAL				0.00
TAX				77.50
TOTAL				77.50
PAYMENT				
BALANCE DUE				\$0.00 PAID

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO
Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 100933
DATE 10/31/2022
TERMS Net 30
DUE DATE 11/30/2022

JOB SITE (30-0507A) Spring Forest Ln
JOB NAME Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental Daily	31	2.50	77.50

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

SUBTOTAL

TAX

TOTAL

PAYMENT

BALANCE DUE

77.50

0.00

77.50

77.50

\$0.00

PAID

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO
Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 98195
DATE 09/30/2022
TERMS Net 30
DUE DATE 10/30/2022

JOB SITE (30-0507A) Spring Forest Ln
JOB NAME Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental September	30	2.50	75.00

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

SUBTOTAL

75.00

TAX

0.00

TOTAL

75.00

PAYMENT

75.00

BALANCE DUE

\$0.00

PAID

van der Linde Recycling and Container Rentals

2820 Hydraulic Rd, Suite 1
Charlottesville, VA 22901
(434) 589-1948
billing@vanderlinderecycling.com

INVOICE

BILL TO
Dobson Homes
PO Box 7181
Charlottesville, VA 22906

INVOICE 94667
DATE 08/31/2022
TERMS Net 30
DUE DATE 09/30/2022

JOB SITE
(30-0507A) Spring Forest Ln

JOB NAME
Indian Springs Lot 49

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Rental Daily	31	2.50	77.50
				77.50
SUBTOTAL				0.00
TAX				77.50
TOTAL				77.50
PAYMENT				
BALANCE DUE				\$0.00 PAID

Please include your invoice number on ALL checks and/or correspondence. Thank you!

Effective January 1, 2022 we will no longer mail out paper invoices or statements.

For your convenience our terms and conditions are posted on our website www.containerrentalsllc.com

INVOICE

Date: 8/11/22

Jamersons Plumbing
/ Phillip Jamerson
821 Self Road
Scottsville, VA 24590
Cell: 434-987-8698

To: Dobson Homes, Inc.
91 Beaver Dam Drive
Keswick, VA 22947

Attention: Tommy

Job: Rollo Residence

Work Order# 0662

Work Description: Plumbing: Rough in

Material/Labor

Total Amount: \$8,212.70

Copy

\$5012.70
- 1412.70 2/23/2023
\$3600.00
- 1800.00
\$1800.00 3/20/2023

Thank You

Total of
Invoices:

0662 \$ 8,212.70
0663 \$ 1,025.00
0668 \$ 775.00

11/22/2022

\$ 10,012.70

\$ 2,500.00

\$ 7,512.70

12/12/2022
\$ 1,500.00
\$ 6,012.70

11/22/2022
Check # 2431 \$2,500.00
12/12/2022
Check # 2437 \$1,500.00

\$6012.70
1/19/2023

Parti
Pmt
Rem
Bo
Rem
Bo

INVOICE

Date: 8/11/22

Jamersons Plumbing
/ Phillip Jamerson
821 Self Road
Scottsville, VA 24590
Cell: 434-987-8698

To: Dobson Homes, Inc.
91 Beaver Dam Drive
Keswick, VA 22947

Attention: Tommy

Work Order# 0662

Job: Rollo Residence

#0663

Work Description: Plumbing: Extra: Install sink in garage and sink in mach. Room.
An extra ice maker and a pot filler.
Add outdoor shower

Material/Labor

Total Amount: \$1,025.00

Copy

Thank You

2/25/22, 2:54 PM

Gmail - Change Order / Allowance Reconciliation payment request



Exhibit G

Tom Rollo <clanrollo58@gmail.com>

Change Order / Allowance Reconciliation payment request

christine dobson <christinedobson68@gmail.com>

Wed, Feb 23, 2022 at 8:14 PM

To: Elizabeth Rollo <elizabethjrollo@gmail.com>

Cc: Tom Rollo <clanrollo58@gmail.com>, Tommy Dobson <tommydobson73@gmail.com>

Hello Elizabeth and Tom!

I hope you are well and having a great week so far!

We have prepared your allowance reconciliations and change orders for the following. Please see attached for details and let us know if you have any questions.

1. Specialty Custom Exterior Door Allowance Reconciliation credit (\$30.00)
2. Exterior Door Allowance Reconciliation \$14,709.00
3. Exterior Window Allowance Reconciliation credit (\$118.30)
4. Add Pressure Treated Stair with Trex Decking Treads & Powder Coated Aluminum Rails \$1,850.00
5. Add Wood Burning Fireplace to Screen Porch \$10,850.00
6. Increased Finished and Unfinished SF Reconciliation \$27,432.51

2.23.22 Total allowance reconciliation and changes \$54,693.21

Thank you,
Christine Dobson

6 attachments

- Specialty Custom Exterior Door Allowance Reconciliation credit amount -30.00.pdf
94K
- Exterior Door Allowance Reconciliation amount \$14,709.00.pdf
98K
- Exterior Window Allowance Reconciliation credit amount -118.30.pdf
95K
- Add Pressure Treated Stair with Trex Decking Treads & Powder Coated Aluminum Rails amount \$1,850.00.pdf
96K
- Add Wood Burning Fireplace to Screen Porch. amount \$10,850.00.pdf
69K
- Increased Finished and Unfinished SF Reconciliation amount \$27,432.51.pdf
108K

Rollo Home Build-Dobson Homes Contract Change Order Paid 02/23/2022	
Custom Exterior Door Allowance Reconciliation Credit	(\$30.00)
Exterior Door Allowance Reconciliation	\$14,709.00
Exterior Window Allowance Reconciliation Credit	(\$118.30)
Add Pressure Treated Stair with Trex Decking Treads & Powder Coated Aluminum Rails	\$1,850.00
Add Wood Burning Fireplace To Screen Porch	\$10,850.00
Increased Finished Unfinished SF Reconciliation Paragraph 15	\$27,432.51
Totals (all columns)	\$54,693.21



45212: Specialty Custom Exterior Door Package Allowance Reconciliation:

Status: Approved - Billed

Document Date: Friday, January 21, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlsville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overages to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (Incl. adj. tax)	Allowance	Difference (Incl. tax)
45000 - Exterior Doors & Windows. (Including Hardware)	45212: Specialty Custom Exterior Door Package	45212: Specialty Custom Exterior Door Package Allowance Reconciliation: Front Door Allowance: Front Door Costs including Installation & Installation Materials. \$5,780.00 Front Door Allowance Reconciliation Credit: (-\$30.00)	-\$30.00		-\$30.00
Total					-\$30.00

Effect on Contract Total

Contract Price	\$979,914.00
Total from other approved change orders (45210: Exterior Door Package Allowance Reconciliation:)	\$14,709.00
Total from this change order	-\$30.00
Total including Change Orders*	\$994,593.00

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Receipt

Thanks for your Business!

Approvals

Team Member: Tommy Dobson

[Return to previous page](#)

1/21/2022

Date



45210: Exterior Door Package Allowance Reconciliation:

Status: Approved - Billed

Document Date: Friday, January 21, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlysville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overages to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (Incl. adj. tax)	Allowance	Difference (Incl. tax)
45000 - Exterior Doors & Windows. (Including Hardware)	45210: Exterior Door Package	45210: Exterior Door Package Allowance Reconciliation: Allowance: \$6,300.00; (3) Formal Ext. Doors + (4) Informal Ext. Doors = (7) Doors Total Total Costs including Installation & Installation Materials: \$21,009.00; (7) Formal Ext. Doors + (4) Informal Ext. Doors = (12) Doors Total. Exterior Door Package Allowance Reconciliation Overage: \$14,709.00 To be specified by client Exterior Door Package \$0.00 Pella Exterior Door Quote \$18,589.00 Exterior Door Package per Opening Allowance \$0.00 Exterior Door's Installation Hardware, Flashing Tape, Silicone, & Misc. \$1,045.00 Install Exterior Doors - Per opening \$1,375.00 Profit \$0.00 Tax \$0.00 Revised Budget \$21,009.00	\$14,709.00		\$14,709.00
Total					\$14,709.00

Effect on Contract Total

Contract Price	\$979,914.00
Total from this change order	\$14,709.00
Total including Change Orders*	\$994,623.00

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Receipt

Thanks for your Business!

Approvals



1/21/2022

Team Member: Tommy Dobson

Date

[Return to previous page](#)

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45220: Exterior Window Package Allowance Reconciliation

Status: Approved - Billed

Document Date: Friday, January 21, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlysville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overages to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (Incl. adj. tax)	Allowance	Difference (Incl. tax)
45000 - Exterior Doors & Windows. (Including Hardware)	45220: Exterior Window Package	45220: Exterior Window Package Allowance Reconciliation Allowance - \$28,640.99 Window Costs including Installation & Installation materials. \$28,521.70 Window Allowance Credit: (-\$118.30)	-\$118.30		-\$118.30
Total					-\$118.30

Effect on Contract Total

Contract Price	\$979,914.00
Total from other approved change orders (45210: Exterior Door Package Allowance Reconciliation.; 45212: Specialty Custom Exterior Door Package Allowance Reconciliation:)	\$14,679.00
Total from this change order	-\$118.30
Total including Change Orders*	\$994,474.70

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Reciept

Thanks for your Business!

Approvals

Team Member: Tommy Dobson

1/21/2022

Date

[Return to previous page](#)



43310 - Add 5'-0" Wide Pressure Treated Stair w/ Trex Decking Treads & Powder Coated Aluminum Rails

Status: Approved - Billed

Document Date: Saturday, January 22, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlsville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overages to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (Incl. adj. tax)	Allowance	Difference (Incl. tax)
43000 - Deck Systems	43310 - Add 5'-0" Wide Pressure Treated Stair w/ Trex Decking Treads & Powder Coated Aluminum Rails Up to 5 Riser's.	43310 - Add 5'-0" Wide Pressure Treated Stair w/ Trex Decking Treads & Powder Coated Aluminum Rails Up to 5 Riser's. Price: \$1,850.00	\$1,850.00		\$1,850.00
Total					\$1,850.00

Effect on Contract Total

Contract Price	\$979,914.00
Total from other approved change orders (45210: Exterior Door Package Allowance Reconciliation; 45212: Specialty Custom Exterior Door Package Allowance Reconciliation; 45220: Exterior Window Package Allowance Reconciliation, 00 - Increased Finished & Unfinished S.F. Reconciliation, 41319 - Add Wood Burning Fireplace to Screen Porch.)	\$52,843.21
Total from this change order	\$1,850.00
Total including Change Orders*	\$1,034,607.21

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Receipt

Thanks for your Business!

Approvals

Team Member: Tommy Dobson

1/22/2022

Date

[Return to previous page](#)



41319 - Add Wood Burning Fireplace to Screen Porch.

Status: Approved - Billed

Document Date: Saturday, January 22, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlysville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overages to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (Incl. adj. tax)	Allowance	Difference (Incl. tax)
41319 - Wood Burning & Gas Fireplace Insert Systems	41213: Interior Fireplace Stone Material - Screen Porch	41213: Interior Fireplace Stone Material Allowance - Screen Porch	\$1,819.74		\$1,819.74
		Price: \$1,819.74			
	41317 - Fireplace Mantle Material - Screen Porch	1317 - Fireplace Mantle Material Allowance - Screen Porch	\$915.37		\$915.37
		Price: \$915.37			
	41319: Wood Burning & Gas Fireplace Insert Systems Allowance - Screen Porch	41319: Wood Burning & Gas Fireplace Insert Systems Allowance - Screen Porch	\$8,114.89		\$8,114.89
		Client Information Add Wood Burning Fireplace to Screen Porch. Allowance Summary Below: 40221: Framing Materials: \$750.00 40301: Framing Labor: \$800.00 41213: Interior Stone Material - \$1,819.74 41317 - Fireplace Mantle Material - \$915.37 41319: Wood Burning & Gas Fireplace Insert Systems - \$5,550.00 44314: Stucco Labor & Materials: \$1,014.89 Price: \$750.00 + \$800.00 + \$5,550.00 + \$1,014.89 = \$8,114.89			
Total					\$10,850.00

Effect on Contract Total

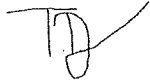
Contract Price	\$979,914.00
Total from other approved change orders (45210: Exterior Door Package Allowance Reconciliation; 45212: Specialty Custom Exterior Door Package Allowance Reconciliation; 45220: Exterior Window Package Allowance Reconciliation)	\$14,560.70
Total from this change order	\$10,850.00
Total including Change Orders*	\$1,005,324.70

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Receipt

Thanks for your Business!

Approvals



Team Member: Tommy Dobson

1/22/2022

Date

[Return to previous page](#)



00 - Increased Finished & Unfinished S.F. Reconciliation

Status: Approved - Billed

Document Date: Saturday, January 22, 2022

Dobson Homes Inc
Po box 7181
Charlottesville, VA 22906
(434) 531-4976
Class A Contractors Licence # 2705 112606A

Project: DH-Rollo
Indian Ridge Drive
Lot 49 Indian Springs Subdivision
Earlsville, Va 22936

Summary of Change Order Requests or Allowance overage or Underage below: Please sign and remit payment for all Change Order's & Allowance Overage to insure no schedule delay's.

Line Items

Category	Selection	Choice	Price (incl. adj. tax)	Allowance	Difference (Incl. tax)
00 - Increase Interior/Exterior Square Footage	00 - Increase Finish S.F. on 1st. Floor from 1,962 s.f. to 2,065 S.F. Adding 103 S.F. (103 s.f. x \$125 per s.f.)	00 - Increase Finish S.F. on 1st. Floor from 1,962 s.f. to 2,065 S.F. Adding 103 S.F. (103 s.f. x \$125 per s.f.) Price: 103 s.f. x \$125.00 = \$12,875.00	\$12,875.00		\$12,875.00
	00 - Increase Finish S.F. on 2nd. Floor from 905 s.f. to 1,033 s.f. Adding 128 S.F. (128 s.f. x \$125 per s.f.)	00 - Increase Finish S.F. on 2nd. Floor from 905 s.f. to 1,033 s.f. Adding 128 S.F. (128 s.f. x \$125 per s.f.) Price: \$16,000.00	\$16,000.00		\$16,000.00
	00 - Increase Garage S.F. from (610 + 144) = 754 s.f. to 833 s.f. adding an additional 79 s.f. at \$59.93 per s.f.	00 - Increase Garage S.F. from (610 + 144) = 754 s.f. to 833 s.f. adding an additional 79 s.f. at \$59.93 per s.f. Price: \$4,735.08	\$4,735.08		\$4,735.08
	00 - Increase Unfinished S.F. to Basement Option from 1,962 s.f. to 2,065 s.f. Adding a total of 103 s.f. to unfinished Basement Option.	00 - Increase Unfinished S.F. to Basement Option from 1,962 s.f. to 2,065 s.f. Adding a total of 103 s.f. to unfinished Basement Option. Client Information Price: 103 s.f. x \$18.81 s.f. = \$1,937.43	\$1,937.43		\$1,937.43
	00 - PR Discount per S.F. for Adding additional finished S.F. on 1st. & 2nd. Floor (231 s.f.) at \$30 per s.f. PR Discount.	00 - PR Discount per S.F. for Adding additional finished S.F. on 1st. & 2nd. Floor (231 s.f.) at \$30 per s.f. PR Discount. Price: (-\$6,930.00)	-\$6,930.00		-\$6,930.00
	00 - PR Discount per S.F. for Adding additional S.F. to Attached Garage (\$15 per s.f. PR Discount)	00 - PR Discount per S.F. for Adding additional S.F. to Attached Garage (\$15 per s.f. PR Discount) Price: (-\$3,345.00)	-\$1,185.00		-\$1,185.00
	Total				\$27,432.51

Effect on Contract Total

Contract Price	\$979,914.00
Total from other approved change orders (45210: Exterior Door Package Allowance Reconciliation; 45212: Specialty Custom Exterior Door Package Allowance Reconciliation; 45220: Exterior Window Package Allowance Reconciliation, 41319 - Add Wood Burning Fireplace to Screen Porch.)	\$25,410.70
Total from this change order	\$27,432.51

Total Including Change Orders*


\$1,032,757.21

* May not include other change orders that have been approved since this change order was created

Terms: Due Upon Receipt

Thanks for your Business!

Approvals



Team Member: Tommy Dobson

1/22/2022

Date


[Return to previous page](#)

11/16/22, 7:54 AM

Check Details

Item 24 of 99

[Show partial image*](#)

 Print

Check Number

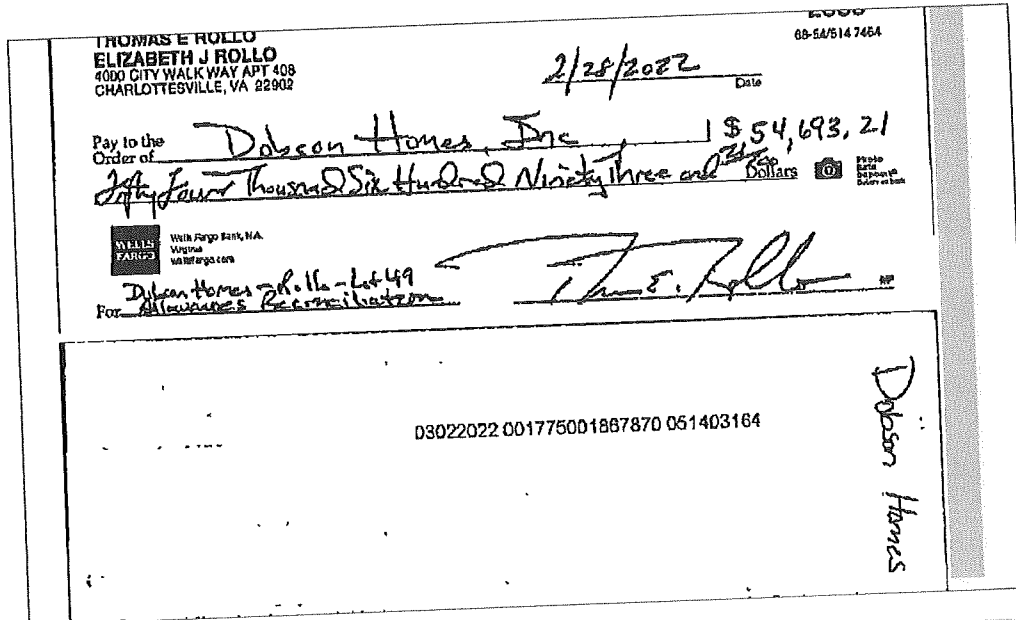
2383

Date Posted

03/03/22

Check Amount

\$54,693.21



THOMAS E. ROLLO
ELIZABETH J. ROLLO
4000 CITY WALK WAY APT 408
CHARLOTTESVILLE, VA 22902

2/28/2022 Date

Pay to the Order of Dolsen Homes, Inc. \$54,693.21
Fifty Four Thousand Six Hundred Ninety Three and 21/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
wellsfargo.com

For Dolsen Homes Rollo - Lot 49
Advances Reconciliation

03022022 001775001867870 051403164

Dolsen Homes

[< Previous](#) [Flip](#) [Zoom](#) [Next >](#)

* For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.


 Equal Housing Lender

Exhibit H

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ALBEMARLE

THOMAS E. ROLLO

and

ELIZABETH ROLLO,

Petitioners

Case No.: CL22001649-00

v.

PELLA WINDOWS & DOORS (DBA O'TOOLE DISTRIBUTION),

Respondent.

In Re: Mechanics Lien

Instrument # 202200011430

FINAL ORDER

Petitioners, by counsel, moved this court to enter a final order removing this matter from the Court's docket, upon evidence that all matters of controversy between the parties is resolved and it appearing proper to do so, it is hereby

ORDERED that this matter be removed from the active docket of this Court and placed among the closed files.

ENTER: *[Signature]*

DATE: 4.15.23

I ASK FOR THIS:

M. Barnes
Mary Ann Barnes 29779
Tucker Griffin Barnes
307 West Rio Road
Charlottesville, Virginia 22901
(434) 951-0871
(434) 951-0870 fax
mbarnes@tgblaw.com
Counsel for Petitioners

a true copy TESTE:

JON R. ZUG, CLERK

by: *[Signature]*

Deputy Clerk

SEEN AND agreed;



James W. Curry 38825

Nguyen Ballato

2201 Libbie Avenue

Richmond Virginia 23230

(804)716-5702

(804) 786-7676

jc Curry@nblawplc.com

Counsel for Respondent

0068803 11-24
Office AU # 1210(8)

Remitter: THOMAS ROLLO
Operator I.D. u264689

CASHIER'S CHECK

6880302407

PAY TO THE ORDER OF ***NGUYEN/BALLATO***

March 14, 2023

****Forty-Two Thousand Nine Hundred Seventy-One and 43/100 -US Dollars ** \$42,971.43****

Payee Address: 2201 LIBBIE AVE RICHMOND VA 23230- US
Memo: ATTN: JAMES CURRY ACCOUNT# 202020583
WELLS FARGO BANK, N.A.
1420 ROLKIN CT
CHARLOTTESVILLE, VA 22911
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 42,971.43

Authorized Signature

⑈6880302407⑈ ⑆121000248⑆486⑆ 00918⑈

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ALBEMARLE

THOMAS E. ROLLO

and

ELIZABETH ROLLO,

Petitioners

Case No.: CL22001647-00

v.

RC CONTRACTORS LLC

Respondent.

In Re: Mechanics Lien

Instrument # 202200011190

FINAL ORDER

Petitioners, by counsel, moved this court to enter a final order removing this matter from the Court's docket, upon evidence that all matters of controversy between the parties are resolved and it appearing proper to do so, it is hereby

ORDERED that this matter be removed from the active docket of this Court and placed among the closed files.

ENTER: *Cheryl V. Huguenot*

DATE: *4.15.23*

I ASK FOR THIS:

M. Barnes
Mary Ann Barnes 29779
Tucker Griffin Barnes
307 West Rio Road
Charlottesville, Virginia 22901
(434) 951-0871
(434) 951-0870 fax
mbarnes@tgblaw.com
Counsel for Petitioners

a true copy TESTE:

JON R. ZUG, CLERK

by: *[Signature]*

Deputy Clerk

SEEN AND agreed;



David W. Thomas 73700
Michie Hamlett
310 4th Street, N.E. 2nd Floor
Charlottesville, Virginia 22902
(434)951-7224
(434) 961-7244 fax
dthomas@michiehamlett.com
Counsel for Respondent

0068803
Office AU # 11-24
121069

Remitter: THOMAS ROLLO
Operator I.D.: K016294

CASHIER'S CHECK

6880302391

February 27, 2023


PAY TO THE ORDER OF ***RC CONTRACTOR LLC***

****Sixty-Five Thousand and 00/100 -US Dollars ****

****\$65,000.00****

Payee Address: 227 SHAMROCK RD CHARLOTTEVILLE VA 22903- US
Memo: FRAMING RELEASE

WELLS FARGO BANK, N.A.
1420 ROLKIN CT
CHARLOTTEVILLE VA 22911
FOR INQUIRIES CALL (480) 394-3122


VOID IF OVER US \$ 65,000.00
Authorized Signature

⑈6880302391⑈ ⑆121000248⑆4861 009181⑈